	SOLICITA	TION,	OFFE	R AND	AWAR	D			ract Is A Rated AS (15 CFR 70			Ratin		Page	1 <b>of</b> 121
2. Conti	ract No.			Solicitat	ion No. 0-R-T019		4. T		licitation		e Issued		6. Requi	sition/Pu	rchase No.
7. Issued	d Bv				Code	W56HZV	8. A	ddress O	ffer To (If Oth	er Than It	em 7)				
TACOM AMSTA- WARREN	-LC-CJEB N, MICHIGAN			MTT.		WJOHZV					- ,				
	TATION								' mean 'bid' a						
	d offers in or ecified in iten							he supplie	es or services in	the Sched	lule will	be recei	ived at the	e	until
	(hou	r) local ti	me		(D	Pate).									
	- Late Submi is contained i				Withdraw	als: See Se	ection	L, Provi	sion No. 52.214	l-7 or 52.2	15-1. All	offers	are subje	ct to all te	erms and
	Information				BUCCELL	ATO				Teler	hone No	. (Inclu	de Area (	Code) (NC	O Collect Calls)
Call						TACOM.ARM	IY.MI	L		_	574-6				
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X	В				Prices/Cos				Part III - Lis			xhibits,	And Oth	er Attach	
X	С	Descript	ion/Spec	cs./Work	Statement	4:	9	Х	J	List of Att	achment	ts			88
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NOTE:	Item 12 does	not annl	v if the s	olicitatio	n includes	the provisi	ons a	t 52 214-1	6, Minimum B	id Accents	nce Peri	ind			
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inserted		r) from t	he date f	for receip	t of offers	specified a	bove,	to furnis	h any or all ite						
	ount For Pro ion I, Clause														
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15A. Co	ntractor/Off	eror/Quo	ter	Code		Facility			16. Name an	ia 11tie oi	Person A	Lutnoria	zea to Sig	n Oner (	Type or Print)
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	ea Code)	ibei (ilici	uue		Different I	From Blk 1 ch Address	5A-		17. Signatur	<b>C</b>				16. Offer	Date
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19. Acce	epted As To I	tems Nur	nbered		20. A	mount		21. Acco	unting And Ap	propriatio	n				
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26. Nam	e of Contrac	ting Offic	cer (Typ	e or Prin	t)			27. Unite	ed States Of Ar	nerica			2	8. Award	Date
									(Signature of	Contracti	ng Office	r)	_		

### Reference No. of Document Being Continued

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MOD/AMD

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### Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

### EXECUTIVE SUMMARY MODULAR CAUSEWAY SYSTEM

The US Army Tank-automotive and Armaments Command (TACOM) will award a contract for modular causeway systems based on a small business set-aside competition. This will be a fixed price one year requirements contract with two option periods. There will be a formal source selection with trade-off procedures resulting in the award of one contract that provides the best value to the Government.

At present time, out-year funds for exercise of the options are not available. The availability of funding to exercise any of the options is influenced by the progress of other programs within the Department of Defense. The potential does exist that additional funding may become available for the Modular Causeway Systems (MCS) program.

This Executive Summary provides a brief overview of the existing MCS program and this solicitation.

#### PROGRAM OVERVIEW

The work under this contract will focus on three areas:

- Modular causeway systems: designing, building, testing, and delivering;
- 2. Support of the systems: analyzing the logistic support required, delivering logistic management information (LMI), and providing test and fielding support;
- 3. Program risk: program management, test and evaluation, quality assurance.

The Army has a mission to rapidly offload cargo and war fighting materiel from strategic sealift and commercial vessels upon their arrival in a theater of operations. The offload mission is best accomplished in a fixed, deep draft port facility. However, when such ports are unavailable, denied, damaged or lack required capacity, or when called out in strategic planning, Logistics-Over-The-Shore (LOTS) or Joint LOTS (JLOTS) operations are used to carry out the mission. MCS are a critical element of LOTS/JLOTS operations.

MCS are four different configurations of modules in various combinations:

- 1. Roll-On/Roll-Off Discharge Facility (RRDF). This floating platform provides an interface between RO/RO ships and watercraft lighters.
- 2. Causeway Ferry (CF). This ferry accepts Lift-on/Lift-off and/or RO/RO cargo from commercial and strategic sealift ships anchored in-stream for direct transport to shore. It is capable of conducting unassisted beaching and retracting, drive-through of rolling stock, and offload of cargo using material handling equipment (MHE).
- 3. Floating Causeway (FC). This anchored platform provides a docking pierhead at the shore for simultaneous discharge of more than one lighter, drive-off of rolling stock, and offload of cargo using MHE.
- 4. Warping Tug (WT). This tug is used as a tendering vessel to assemble, push, pull, restrain and maneuver the RRDF and FC, and to emplace and retrieve anchors.

The three modular sections composed of modular strings in various combinations that compose the above systems are referred to in the attached purchase description as:

Powered

Intermediate

Combination Beach and Sea End (CBSE)

A fourth modular section, the CF Beach End (CFBE), does not currently exist in the fleet but will result when the contractor designs and builds the CFBE module, if ordered.

Three modular strings compose a section. A string is either a center or powered module and two end rake modules, or a center module and one rake end module and a beach and sea end module or beach end module. Strings are not separately labeled in the purchase description.

The seven modules in various combinations that compose the above strings are referred to in the attached purchase description as:

Left end rake

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### Name of Offeror or Contractor:

Center end rake Right end rake Propulsion Center CBSE CFBE

The seventh module, the CFBE, does not currently exist in the fleet. The contractor will be required to design and build this item under the contract, if ordered.

The modules use an integral connector system which is proprietary, but the Government has a licensing agreement to permit the manufacture of the system. The Government assumes liability for any patent infringement with regard to the integral connector system.

Specific system combination of modules and sections is detailed in the purchase description.

Through two previous contracts with different manufacturers, the Army has acquired sufficient sections to configure two RRDFs, six CFs, two FCs, and four WTs. It is this fleet with which the new procurement must be interchangeable at the modular level. The systems are configured of International Standardization Organization (ISO) compatible modules for efficient and effective transportability.

Initial delivery (DD 250) of the first RRDF and two WTs is projected for 14 months after contract award.

The Government will provide the following Government Furnished Property (GFP) to the successful offeror:

GFP to support the various work efforts under this contract:

- 1 ea SINCGARS radio
- 3 ea center modules
- 2 ea right end rake modules
- 2 ea left end rake modules
- 2 ea center end rake modules
- 1 ea propulsion module
- 1 ea combination beach and sea end module

Existing system manual and provisioning data

GFP to be installed in the causeway system indicated prior to that system's delivery:

SINCGARS radio installation kits (installed on the WT and CF)  $10\ kW$  TQG generator (installed on the RRDF and FC)

#### EVALUATION/SOURCE SELECTION

Formal source selection trade-off procedures will be used to select the contractor. A Source Selection Evaluation Board will be established by the Government to evaluate proposals submitted in response to the RFP. Each offeror will be evaluated against stated requirements using specific evaluation criteria set forth in Section M of the solicitation to determine which offer represents the best value to the Government. There are three evaluation areas: Technical, Price and Past Performance/Small Business Utilization. Please refer to Sections L and M for further details of proposal submission and the evaluation procedure.

#### RISK

The Government will assess the risk of unsuccessful performance. Risk is defined as the probability that the contractor will not provide goods and/or services in accordance with the terms and conditions of the contract.

#### \*\*\* END OF NARRATIVE A001 \*\*\*

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

:		:		:
:	Amendment Number	<u>:</u>	Date	:
:		:		:
:		:		
:		:		:
<u>:</u>		:		:

CONTINUATION CHEET	Reference No. of	Document Being	g Continued	Page 4 of 121
CONTINUATION SHEET	PIIN/SIIN DAAE07-00	-R-T019	MOD/AMD	
Name of Offeror or Contractor:				
:	:	:		
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Regulatory Cite \_\_\_\_\_\_ Date \_\_\_\_\_

A-1 TACOM EXECUTIVE SUMMARY -REQUIREMENTS CONTRACT SOLICITATION

MAR/1998

(a) <u>REQUIREMENTS</u>. The U.S. Army Tank-automotive and Armaments Command is soliciting offers to supply the Modular Causeway System pursuant to the requirements of this Solicitation and Purchase Description 2280, dated 18 July 2000.

#### (b) UNIQUE ASPECTS OF THIS SOLICITATION:

### (1) Notice of Requirements Contract

This solicitation is for a 1 year Requirements Contract with two (2) option period, rather than the usual single year contract. Under the Requirements Contract arrangement, TACOM guarantees to place all requirements arising during the contract term as delivery orders under the contract, so long as such requirements fall within the specified minimum and maximum order quantities described herein.

(2) Other significant aspects or features of the solicitation:

First Article Test (See Purchase Description and Clause E-3 of RFP)

Contractor Responsibility for AR 700-142 Material Release Compliance (See Clause H.21)

Discount Ordering Provision (See Clause H.22) OFFERORS ARE REMINDED TO SUBMIT THE CHART AT CLAUSE H.22 WITH

### (c) <u>NOTICE REGARDING FILL-INS</u>:

THEIR PROPOSAL

Please note that this solicitation contains several clauses and provisions which require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may be determined ineligible for award. So please be careful to read and complete each such clause and provision.

### (d) NOTICE REGARDING CAGE CODE:

DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in block 15A on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here:

#### (e) OTHER KEY FEATURES OR REQUIREMENTS OF THIS SOLICITATION:

### (1) Required Copies in Response to This Solicitation:

To be considered for award, you must return one signed original of your offer, completed and properly executed, by the time and date shown in Block 9 of the Standard Form 33 (SF33).

### (2) Notice Regarding Handcarried Offers:

In addition, please make certain to follow the instructions in the provision entitled HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS DELIVERY SERVICES (NON-U.S. POSTAL SERVICE MAIL) in Section L. Offers MUST identify this solicitation number on the face of the mailing or delivery wrapper, and MUST be addressed to Bid Opening (AMSTA-AQ-DSAB), NOT to the buyer.

### (3) Notice of 9-Digit ZIP Code:

Please note that the TACOM Bid Opening Office has been assigned a special 9-digit ZIP code of 48397-0001. This 9-digit ZIP code applies only for correspondence and bids/offers addressed to Bid Opening (Block 8 of SF33). Correspondence addressed to any other office at TACOM should cite TACOM's regular 9-digit ZIP code of 48397-5000.

	Reference No. of Document Being Continued
CONTINUATION SHEET	

PIIN/SIIN DAAE07-00-R-T019 MOD/AMD

Name of Offeror or Contractor:

### (4) Required Notification to Subcontractors:

If awarded the contract, you should advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontracts. The Rating can be found next to Block 1 on the first line of the SF33.

#### (5) <u>Set-Aside Information</u>:

This acquisition is set-aside for Small Business concerns.

#### (6) Notice Regarding Bar-Code Marking:

Please note that a requirement for bar-code marking and labeling applies to shipments made under the contract/order that will result from this solicitation. Refer to the clause entitled BAR-CODE MARKING REQUIREMENTS in Sections 4 or 5 of this solicitation. You must consider the cost of such bar-coding requirements when preparing your offer in response to this solicitation.

#### (7) <u>Acknowledgment of Amendments</u>:

Please acknowledge any amendments to this solicitation in the space provided in Block 14 of the SF33. Include the number and date of each amendment. Acknowledgment of all amendments received is important because failure to do so may make your offer ineligible for award.

#### (8) Question/Problem Resolution:

Routine questions regarding this solicitation should be directed to the buyer identified in Block 10 of the SF33. If you have more serious concerns, please seek resolution with the contracting officer. Additional sources of information can be found in the following provisions in Section L: NOTICE OF TACOM OMBUDSPERSON, and HQ AMC-LEVEL PROTEST PROGRAM.

#### (f) Inconsistencies Between the Executive Summary and the Solicitation:

This executive summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the buyer identified in Block 10 of the cover page.

### A-2 52.204-4006 TACOM-WARREN ELECTRONIC CONTRACTING (TACOM)

MAY/2000

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- a. TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/ebidnotice.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.
- b. You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- c. You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- d. Any award issued as a result of this solicitation will be distributed electronically. See the clause entitled "Required Use of Electronic Commerce" for more specific information.
- e. If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (810) 574-7059, or send an email message to:

#### acqcenweb@tacom.army.mil

If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a>

(end of clause)

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Name of Offeror or Contractor:

A-3 52.204-4007

EXECUTIVE SUMMARY--REQUIRED USE OF ELECTRONIC COMMERCE

JUL/1999

(TACOM)

This solicitation contains a Section H and a Section L provision concerning TACOM's use of Electronic Commerce, which includes Electronic Data Interchange (EDI) and the Worldwide Web (WWW), in issuing awards, contract modifications and delivery orders. The selected offeror is required to register with DoD Central Contractor Registration (CCR) and will receive an electronic Notice of Award/Modification via e-mail. All awards, modifications, and delivery orders are posted on the TACOM Business Opportunities Webpages. The contractor will have the option of downloading the award from the WWW or receiving it through EDI.

A-4

52.214-4003 ALL OR NONE

MAR/1998

(TACOM)

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

\*\*\*

A-5

52.215-4854

PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS

APR/1999

(TACOM)

SOLICITATION/REQUEST

TACOM DOES NOT ACCEPT PAPER RESPONSES/OFFERS ANY LONGER. WE WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of provision]

A-6

52.242-4021

NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL

.тттт. / 1 0 0

(TACOM)

ADMINISTRATION

During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

A-7

52.247-4020

NOTICE -- FAR FOB ORIGIN CLAUSE

FEB/1998

(TACOM)

- (a). Please carefully review the FAR FOB Origin clause (52.247-29) in this solicitation.
- (b) Paragraph (c) of that clause requires you to perform all the tasks required under the clause at the plant(s) where the supplies will be finally inspected and accepted.
- (c) If facilities for shipment by carrier's equipment aren't available at your plant(s), the clause (with some restrictions) allows you to perform the required tasks FOB at the closest location where you can ship by the carrier's equipment.
  - (d) If you don't comply with the requirements of paragraph (c) of the FAR FOB Origin clause, then:
    - (1) your bid under a sealed bid acquisition will be non-responsive; or:
    - (2) your offer under a negotiated acquisition may be rejected.

\*\*\*

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TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	IN THE FOUR DIGIT ITEM NUMBERS				
	(CLINS) THAT FOLLOW, THE NUMBERING SYSTEM				
	THAT IS USED IS AS FOLLOWS:				
	THE DIDGE WINDS DIGITE CLONES THEY AND				
	THE FIRST THREE DIGITS SIGNIFY ITEM AND				
	THE FOURTH (LAST) DIGIT SIGNIFIES THE				
	APPLICABLE PROGRAM YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST PROGRAM				
	YEAR, CLIN 0012 IS FOR THE FIRST ITEM -				
	SECOND PROGRAM YEAR, CLIN 0013 IS FOR THE				
	FIRST ITEM - THIRD PROGRAM YEAR, ETC.				
	IF THERE IS A FAT REQUIRED, THIS ITEM NUMBER				
	WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL				
	SEQUENCE FOR EACH ITEM e.g. 0014 (3 YEAR				
	LONG TERM CONTRACT).				
	GTTV 6000 6000 in fact the Tacketarl Manual				
	CLIN 6000-6003 is for the Technical Manual				
	requirement. CLIN 7000 is for the Training				
	requirement.				
	THE FOLLOWING DEFINITIONS APPLY TO THE				
	ENTIRE SOLICITATION AND RESULTING CONTRACT:				
	BASE PROGRAM YEAR OF THE CONTRACT IS THE DATE				
	OF AWARD PLUS 546 DAYS.				
	FIRST OPTION PERIOD OF THE CONTRACT IS 547 DAYS				
	THROUGH 911 DAYS AFTER CONTRACT AWARD.				
	SECOND OPTION PERIOD OF THE CONTRACT IS 912 DAYS				
	THROUGH 1,276 DAYS AFTER CONTRACT AWARD.				
	NOME: MILE DELGE ADDITIONED TO AN INDIVIDUAL				
	NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE PROGRAM YEAR IN				
	WHICH THE ORDER IS ISSUED AS DISCOUNTED BY H.24,				
	DISCOUNT ORDERING PROVISION. THE DELIVERY DATE DOES NOT	7			
	DETERMINE THE PROGRAM YEAR.				
	********ELECTRONIC OFFER NOTIFICATION********				
	OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN				
	ACCORDANCE WITH PROVISION ENTITLED "ELECTRONIC				
	OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION"				
	(FAR 52.215-4850, SECTION L).				
	**********				
	OFFERORS ARE REMINDED TO FILL-IN THE CHART AT H.24,				
	DISCOUNT ORDERING PROVISION, AND SUBMIT THE CHART				
	WITH YOUR PROPOSAL.				
	***********				
			1		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	This acquisition is for the Modular Causeway System (MCS). The MCS is comprised of four (4) SYSTEMS: Roll-On/Roll-Off Discharge Facility (RRDF), Causeway Ferry (CF), Floating Causeway (FC) and Warping Tug (WT). The MCS shall be manufactured in accordance with Purchase Description ATPD 2280, dated 18 Jul 00, and requirements of Section C.				
	(End of narrative A002)				
0011	Supplies or Services and Prices/Costs				
	BASE PROGRAM YEAR	EST 1	EA	\$	\$
	SECURITY CLASS: Unclassified				
	NOUN: ROLL-ON/ROLL-OFF DISCHARGE FACILITY (RRDF)				
	Data Requirements: See Section J, Exhibit A. The price for all data items, except training and manuals, are to be included in the proposed price for CLIN 0011.				
	All non-recurring costs associated with the RRDF shall be included in this CLIN. In the event the Government does not order a system in the first year, the parties will apply the adjusted non-recurring costs to the year in which the system is ordered.				
	For informational purposes, offeror's must fill in the below:				
	\$RRDF Non-recurring costs				
	(End of narrative B001)				
	Packaging and Marking				
	LEVEL OF PRESERVATION: See Section D				
	LEVEL OF PACKING: See Section D				
	LEVEL OF FACKING. See Section D				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Supplies or Services and Prices/Costs				
	FIRST OPTION PERIOD	EST 1	EA	\$	\$
	NOUN: ROLL-ON/ROLL-OFF DISCHG FAC SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

## Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-T019 MOD/AMD

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Supplies or Services and Prices/Costs				
	SECOND OPTION PERIOD	EST 1	EA	\$	\$
	NOUN: ROLL-ON/ROLL-OFF DISCHG FAC				
	SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES  NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	Packaging and Marking  Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
014	Supplies or Services and Prices/Costs				
	FIRST ARTICLE TEST - SEPARATELY PRICED	1	LO	\$	\$
	NOUN: RRDF FAT SECURITY CLASS: Unclassified				
	First Article Tests include all tests described in ATPD 2280, dated 18 Jul 00, Table V of Para 4.3.2. See also Clause E-3.				
	FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE PROVISION ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING" IN SECTION E OF THIS SOLICITATION.				
	NOTE: PLEASE SEE PROVISIONS IN SECTIONS L AND M CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL AND RELATED EVALUATION FACTORS.				
	Pricing for the FAT shall be based upon the RRDF being ordered and delivered first.				
	(End of narrative C001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 3				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS  (000017) SEE CLAUSE ENTITLED "FIRST ARTICLE'  APPROVAL - CONTRATOR TESTING  (SECTION E) FOR DELIVERY  REQUIREMENTS				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	Supplies or Services and Prices/Costs				
	FIRST OPTION PERIOD	EST 1	EA	\$	\$
	NOUN: CAUSEWAY FERRY SECURITY CLASS: Unclassified				
	SECORITI CHASS. Unclassified				
	The quantity stated for the options DOES  NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	All non-recurring costs associated with the CF shall be included in this CLIN. In the event the Government does not order a system in the first year, the parties will apply the adjusted non-recurring costs to the year in which the system is ordered.				
	For informational purposes, offeror's must fill in the below:				
	\$Causeway Ferry Non-recurring costs				
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	Supplies or Services and Prices/Costs				
	SECOND OPTION PERIOD	EST 1	EA	\$	\$
	VOIN, AMORINA PROM				
	NOUN: CAUSEWAY FERRY SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES  NOT Form a part of the basic contractual				
	quantity. Part or all of it may, however, be added to the contract by exercise of the				
	option clause, at the discretion of the				
	Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	Supplies or Services and Prices/Costs				
	FIRST ARTICLE TEST - SEPARATELY PRICED	1	LO	\$	\$
	NOUN: CAUSEWAY FERRY (CF) FAT SECURITY CLASS: Unclassified				
	First Article Tests include all tests described in ATPD 2280, dated 18 Jul 00, Table V of Para 4.3.2.				
	See also Clause E-3.				
	FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE PROVISION ENTITLED "FIRST ARTICLE				
	APPROVAL - CONTRACTOR TESTING" IN SECTION E OF THIS SOLICITATION.				
	NOTE: PLEASE SEE PROVISIONS IN SECTIONS L AND M				
	CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL AND RELATED EVALUATION FACTORS.				
	1				
	(End of narrative C001)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS				
	(000017) SEE CLAUSE ENTITLED "FIRST ARTICLE' APPROVAL - CONTRATOR TESTING				
	(SECTION E) FOR DELIVERY REQUIREMENTS				
	REGULARISATE				

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Name of Offer	Name of Offeror or Contractor:					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0031	Supplies or Services and Prices/Costs					
	BASE PROGRAM YEAR	EST 1	EA	\$	\$	
	NOUN: FLOATING CAUSEWAY (FC)					
	SECURITY CLASS: Unclassified					
	All non-recurring costs associated with the FC shall					
	be included in this CLIN. In the event the Government does not order a system in the first					
	year, the parties will apply the adjusted					
	non-recurring costs to the year in which the system is ordered.					
	For informational purposes, offeror's must fill in the below:					
	\$ Floating Causeway Non-recurring costs					
	reading causeway non recarring costs					
	(End of narrative B001)					
	Packaging and Marking					
	LEVEL OF PRESERVATION: See Section D					
	LEVEL OF PACKING: See Section D					
	(End of narrative D001)					
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin					
			<u>I</u>		<u> </u>	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	Supplies or Services and Prices/Costs				
	FIRST OPTION PERIOD	EST 1	EA	\$	\$
	NOUN: FLOATING CAUSEWAY SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES				
	NOT Form a part of the basic contractual				
	quantity. Part or all of it may, however, be added to the contract by exercise of the				
	option clause, at the discretion of the				
	Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	Supplies or Services and Prices/Costs				
	SECOND OPTION PERIOD	EST 1	EA	\$	\$
	NOUN: FLOATING CAUSEWAY SECURITY CLASS: Unclassified				
	SECORITI CHASS: Unclassified				
	The quantity stated for the options DOES				
	NOT Form a part of the basic contractual quantity. Part or all of it may, however,				
	be added to the contract by exercise of the				
	option clause, at the discretion of the				
	Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	Supplies or Services and Prices/Costs				
	FIRST ARTICLE TEST - SEPARATELY PRICED	1	LO	\$	\$
	NOUN: FLOATING CAUSEWAY (FC) FAT SECURITY CLASS: Unclassified				
	First Article Tests include all tests described in ATPD 2280, dated 18 Jul 00, Table V of Para 4.3.2. See also Clause E-3.				
	FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE PROVISION ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING" IN SECTION E OF THIS SOLICITATION.				
	NOTE: PLEASE SEE PROVISIONS IN SECTIONS L AND M CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL AND RELATED EVALUATION FACTORS.				
	(End of narrative C001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 3				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS  (000017) SEE CLAUSE ENTITLED "FIRST ARTICLE'  APPROVAL - CONTRATOR TESTING  (SECTION E) FOR DELIVERY  REQUIREMENTS				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	Supplies or Services and Prices/Costs				
	BASE PROGRAM YEAR	EST 1	EA	\$	\$
	NOUN: WARPING TUG (WT) SECURITY CLASS: Unclassified				
	All non-recurring costs associated with the Warping Tug shall be included in this CLIN. In the event				
	the Government does not order a system in the first year, the parties will apply the adjusted				
	non-recurring costs to the year in which the system				
	is ordered.				
	For informational purposes, offeror's must fill in the below:				
	\$				
	(End of narrative B001)				
	Packaging and Marking				
	- AVANGERS WINE THE PERSON OF				
	LEVEL OF PRESERVATION: See Section D				
	LEVEL OF PACKING: See Section D				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
142	Supplies or Services and Prices/Costs				
	FIRST OPTION PERIOD	EST 1	EA	\$	\$
	NOUN: WARPING TUG				
	SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES  NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	Supplies or Services and Prices/Costs				
	SECOND OPTION PERIOD	EST 1	EA	\$	\$
	NOUN: WARPING TUG SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
044	Supplies or Services and Prices/Costs				
	FIRST ARTICE TEST - SEPARATELY PRICED	1	LO	\$	\$
	NOUN: WARPING TUG (WT) FAT				
	SECURITY CLASS: Unclassified				
	First Article Tests include all tests described in				
	ATPD 2280, dated 18 Jul 00, Table V of Para 4.3.2. See also Clause E-3.				
	FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE PROVISION ENTITLED "FIRST ARTICLE				
	APPROVAL - CONTRACTOR TESTING" IN SECTION E OF THIS SOLICITATION.				
	NOTE: PLEASE SEE PROVISIONS IN SECTIONS L AND M CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL				
	AND RELATED EVALUATION FACTORS.				
	(End of narrative C001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				
	Deliveries or Performance				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS				
	(000017) SEE CLAUSE ENTITLED "FIRST ARTICLE'				
	APPROVAL - CONTRATOR TESTING (SECTION E) FOR DELIVERY				
	REQUIREMENTS				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
)51	Supplies or Services and Prices/Costs				
	BASE PROGRAM YEAR	EST 1	EA	\$	\$
	NOUN: LEFT END RAKE MODULE SECURITY CLASS: Unclassified				
	Packaging and Marking				
	LEVEL OF PRESERVATION: See Section D				
	LEVEL OF PACKING: See Section D				
	(End of narrative D001)				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	Supplies or Services and Prices/Costs				
	FIRST OPTION PERIOD	EST 1	EA	\$	\$
	NOUN: LEFT END RAKE MODULE SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES  NOT Form a part of the basic contractual				
	quantity. Part or all of it may, however,				
	be added to the contract by exercise of the option clause, at the discretion of the				
	Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
					1

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053	Supplies or Services and Prices/Costs				
	SECOND OPTION PERIOD	EST 1	EA	\$	\$
	NOUN: LEFT END RAKE MODULE				
	SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES				
	NOT Form a part of the basic contractual				
	quantity. Part or all of it may, however, be added to the contract by exercise of the				
	option clause, at the discretion of the				
	Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	1.00201101. 021911. 1.0021111.02 021911				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
061	Supplies or Services and Prices/Costs				
	BASE PROGRAM YEAR	EST 1	EA	\$	\$
	NOUN: RIGHT END RAKE MODULE SECURITY CLASS: Unclassified				
	SECURITI CHASS: Unclassified				
	Packaging and Marking				
	LEVEL OF PRESERVATION: See Section D				
	LEVEL OF PACKING: See Section D				
	(End of narrative D001)				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				

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TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
062	Supplies or Services and Prices/Costs				
	FIRST OPTION YEAR	EST 1	EA	\$	\$
	NOUN: RIGHT END RAKE MODULE SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES  NOT Form a part of the basic contractual				
	quantity. Part or all of it may, however,				
	be added to the contract by exercise of the option clause, at the discretion of the				
	Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063	Supplies or Services and Prices/Costs				
	SECOND OPTION PERIOD	EST 1	EA	\$	\$
	NOUN: RIGHT END RAKE MODULE SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
071	Supplies or Services and Prices/Costs				
	BASE PROGRAM YEAR	EST 1	EA	\$	\$
	NOUN: CENTER END RAKE MODULE SECURITY CLASS: Unclassified				
	Packaging and Marking				
	LEVEL OF PRESERVATION: See Section D				
	LEVEL OF PACKING: See Section D				
	(End of narrative D001)				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0072	Supplies or Services and Prices/Costs				
	FIRST OPTION PERIOD	EST 1	EA	\$	\$
	NOUN: CENTER END RAKE MODULE SECURITY CLASS: Unclassified				
	BECKITI CLASS UNCLASSITICU				
	The quantity stated for the options DOES				
	NOT Form a part of the basic contractual quantity. Part or all of it may, however,				
	be added to the contract by exercise of the				
	option clause, at the discretion of the				
	Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0073	Supplies or Services and Prices/Costs				
	SECOND OPTION PERIOD	EST 1	EA	\$	\$
	NOUN: CENTER END RAKE MODULE SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES				
	NOT Form a part of the basic contractual				
	quantity. Part or all of it may, however, be added to the contract by exercise of the				
	option clause, at the discretion of the				
	Government.				
	(End of narrative B001)				
	(Blid of harridelye Bool)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0081	Supplies or Services and Prices/Costs				
	BASE PROGRAM YEAR	EST 1	EA	\$	\$
	NOUN: CENTER MODULE SECURITY CLASS: Unclassified				
	Packaging and Marking				
	LEVEL OF PRESERVATION: See Section D				
	LEVEL OF PACKING: See Section D				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
082	Supplies or Services and Prices/Costs				
	FIRST OPTION PERIOD	EST 1	EA	\$	\$
	NOUN: CENTER MODULE				
	SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES				
	NOT Form a part of the basic contractual quantity. Part or all of it may, however,				
	be added to the contract by exercise of the				
	option clause, at the discretion of the				
	Government.				
	(End of narrative B001)				
	(End of narrative Boot)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				

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SECOND OPTION PERIOD  NOUN: CENTER MODULE SECURITY CLASS: Unclassified  The quantity stated for the options DOES NOT Form a part of the basic contractual quantity, Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.  (End of narrative B001)  Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin	RICE AMOUNT
NOUN: CENTER MODULE SECURITY CLASS: Unclassified  The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.  (End of narrative B001)  Packaging and Marking Inspection and Acceptance	
NOUN: CENTER MODULE SECURITY CLASS: Unclassified  The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.  (End of narrative B001)  Packaging and Marking Inspection and Acceptance	\$
SECURITY CLASS: Unclassified  The quantity stated for the options DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.  (End of narrative B001)  Packaging and Marking  Inspection and Acceptance	
The quantity stated for the options DOES  NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.  (End of narrative B001)  Packaging and Marking  Inspection and Acceptance	
NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.  (End of narrative B001)  Packaging and Marking  Inspection and Acceptance	
quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.  (End of narrative B001)  Packaging and Marking  Inspection and Acceptance	
be added to the contract by exercise of the option clause, at the discretion of the Government.  (End of narrative B001)  Packaging and Marking  Inspection and Acceptance	
Government.  (End of narrative B001)  Packaging and Marking  Inspection and Acceptance	
(End of narrative B001)  Packaging and Marking  Inspection and Acceptance	
Packaging and Marking  Inspection and Acceptance	
Packaging and Marking  Inspection and Acceptance	
Packaging and Marking  Inspection and Acceptance	
Inspection and Acceptance	
INSPECTION: Origin ACCEPTANCE: Origin	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0091	Supplies or Services and Prices/Costs				
	BASE PROGRAM YEAR	EST 1	EA	\$	\$
	NOUN: CAUSEWAY FERRY BEACH END MODU SECURITY CLASS: Unclassified				
	SECURITI CLASS. UHCIASSITIEU				
	Packaging and Marking				
	LEVEL OF PRESERVATION: See Section D				
	LEVEL OF PACKING: See Section D				
	(End of narrative D001)				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0092	Supplies or Services and Prices/Costs				
	FIRST OPTION PERIOD	EST 1	EA	\$	\$
	NOUN: CAUSEWAY FERRY BEACH END MODU SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES				
	NOT Form a part of the basic contractual				
	quantity. Part or all of it may, however, be added to the contract by exercise of the				
	option clause, at the discretion of the				
	Government.				
	(End of narrative B001)				
	(======================================				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0093	Supplies or Services and Prices/Costs				
	SECOND OPTION PERIOD	EST 1	EA	\$	\$
DO93 Si					
	NOUN: CAUSEWAY FERRY BEACH END MODU SECURITY CLASS: Unclassified				
	The quantity stated for the options DOES				
	NOT Form a part of the basic contractual				
	quantity. Part or all of it may, however, be added to the contract by exercise of the				
	option clause, at the discretion of the				
	Government.				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6000	Supplies or Services and Prices/Costs				
6000 S  I  N  S  T  C  C  ()  ()  ()  ()  ()  ()  ()  ()	TECHNICAL MANUALS - SEPARATELY PRICED		LO	\$	\$
6000 FILE OF THE	NOUN: TECH MANUAL (CF REVISION)				
	SECURITY CLASS: Unclassified				
	Technical Manuals IAW C.13 and the terms and conditions of the contract. (CDRLs A014, A029-A033)				
	For informational purposes, offerors shall fill in the below:				
	Operator Manual: TM55 1945-205-10 (CDRL A029)				
	s				
	Unit/DS/GS Maint Manual: TM55 1945-205-24 (CDRL A030)				
	\$				
	Commercial Off the Shelf Manual: TM55 1945-205-24, 1-4 Series (CDRL A014)				
	\$				
	*				
	Repair Parts & Special Tools List: TM55 1945-205-24P (CDRL A031)				
	\$				
	Lubrication Order: LO55 1945-205-12 (CDRL A032)				
	\$				
	Hand Receipt: TM55 1945-205-XX-HR (CDRL A033)				
	\$				
	(5.1.5				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance				

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ITEM NO	SUPPLIES/SERVICES		QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Destination	ACCEPTANCE: Destination				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6001	Supplies or Services and Prices/Costs				
For the Communication of the Control	TECHNICAL MANUALS - SEPARATELY PRICED		LO	\$	\$
	NOUN: DEVELOP TECH MANUALS, RRDF SECURITY CLASS: Unclassified				
	Technical Manuals IAW C.13 and the terms and conditions of the contract. (CDRLs A014, A029-A033)				
	For informational purposes, offerors shall fill in the below:				
	Operator Manual: TM55 1945-205-10 (CDRL A029)				
	\$				
	Unit/DS/GS Maint Manual: TM55 1945-205-24 (CDRL A030)				
	\$				
	Commercial Off the Shelf Manual: TM55 1945-205-24, 1-4 Series (CDRL A014)				
	\$				
	Repair Parts & Special Tools List: TM55 1945-205-24P (CDRL A031)				
	\$				
	Lubrication Order: LO55 1945-205-12 (CDRL A032)				
	\$				
	Hand Receipt: TM55 1945-205-XX-HR (CDRL A033)				
	\$				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3				
	FOB POINT: Destination				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6002	Supplies or Services and Prices/Costs				
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ITEM NO	NOUN: DEVELOP TECH MANUALS (FC)				
	SECURITY CLASS: Unclassified				
	Technical Manuals IAW C.13 and the terms and conditions of the contract. (CDRLs A014, A029-A033)				
	For informational purposes, offerors shall fill in the below:				
	Operator Manual: TM55 1945-205-10 (CDRL A029)				
	\$				
	Unit/DS/GS Maint Manual: TM55 1945-205-24 (CDRL A030)				
	\$				
	Commercial Off the Shelf Manual: TM55 1945-205-24, 1-4 Series (CDRL A014)				
	\$				
	Repair Parts & Special Tools List: TM55 1945-205-24P (CDRL A031)				
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	Lubrication Order: LO55 1945-205-12 (CDRL A032)				
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	Hand Receipt: TM55 1945-205-XX-HR (CDRL A033)				
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	(End of narrative B001)				
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TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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	SECURITY CLASS: Unclassified				
	Technical Manuals IAW C.13 and the terms and conditions of the contract. (CDRLs A014, A029-A033)				
	For informational purposes, offerors shall fill in the below:				
	Operator Manual: TM55 1945-205-10 (CDRL A029)				
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	Unit/DS/GS Maint Manual: TM55 1945-205-24 (CDRL A030)				
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	Commercial Off the Shelf Manual: TM55 1945-205-24, 1-4 Series (CDRL A014)				
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	Repair Parts & Special Tools List: TM55 1945-205-24P (CDRL A031)				
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	Hand Receipt: TM55 1945-205-XX-HR (CDRL A033)				
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	Packaging and Marking				
	Inspection and Acceptance				

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	FOB POINT: Destination				

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	Training fo	r each system c	onsists of the following:				
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	Unit and Di	rect Support Ma	intenance Class for Tester				
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	RRDF	1 Class	\$				
	CF	1 Class	\$				
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	WT	1 Class	\$				
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	FC	1 Class	\$				
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	RRDF	2 Classes	\$				
	CF	2 Classes	\$				
	FC	2 Classes	\$				
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	Unit and Di	rect Support Ma	intenance Class for NET-1:				
	RRDF	2 Classes	\$				
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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CONTINUATION SHEET

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Name of Offeror or Contractor:

Regulatory Cite
Title
Date

B-1 52.229-4000 APPLICABILITY OF FEDERAL RETAILERS EXCISE TAX OCT/1993 (TACOM)

(b)  $\,\,$  DO NOT include FRET in your proposed price.

\*\*\*

(a) Federal Retailers Excise Tax (FRET) does not apply to the items we're buying under this solicitation.

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### C.1 Scope

There are four separate modular causeway systems: Roll-On/Roll-Off Discharge Facility (RRDF), Causeway Ferry (CF), Floating Causeway (FC), and Warping Tug (WT). The work requirements described herein pertain to these systems, the support of the systems, and to management of program risk.

#### C.2 General requirements

The contractor shall build, test, deliver and support modular causeway systems to include any design effort required; perform system supportability analysis/deliver Logistics Management Information (LMI); and team with the United States Government (USG) in program risk management in accordance with this Scope of Work (SOW), the attached ATPD 2280 dated 18 July 2000 and all other terms and conditions of the contract. The contractor shall provide the necessary resources, equipment, and facilities to meet performance, cost and schedule objectives in accomplishing these efforts. The contractor shall use commercial products, processes, and practices to the maximum extent practicable to reduce development, production and operational support costs.

#### C.2.1 Data

The contractor shall prepare deliverable program data in accordance with the format and content specified in the Data Item Descriptions (DIDs) and deliver the data in accordance with the Contact Data Requirements Lists (CDRLs). Use of contractor format and electronic submission will be stressed by the USG and will be indicated where applicable. Data shall be in American English and be MS Windows95/MS Office 97 Professional software compatible to the maximum extent practicable. Drawings shall be prepared in accordance with ASME Y 14.100M and submitted in AutoCAD (Release 14 or higher) or Portable Document Files (.pdf) as indicated.

#### C.2.2 Environment

The contractor shall minimize the generation of industrial pollution or hazardous wastes in performing work under this contract. National Aerospace Standard 411 may be used as guidance.

#### C.2.3 <u>Days</u>

All reference to "days" in section C shall be construed as calendar days unless otherwise noted.

## C.2.4 Cost As An Independent Variable (CAIV)/Life Cycle Costs (LCC)

The contractor shall consider the Government's desire to minimize unit production cost following the principles of CAIV. Further, the contractor shall consider impact of work efforts on cost of ownership/LCC.

#### C.3 Program management

#### C.3.1 Government/contractor team

A joint government/contractor team shall be established thirty (30) days after contract award. The primary purpose of this team shall be to address program risk through the monitoring and coordination of contract activities as they affect performance, cost, and schedule objectives. In addition to government personnel, this team shall be composed of contractor personnel from a variety of functional disciplines sufficient to insure availability of complete, timely and accurate program information to the team.

#### C.3.2 <u>Integrated Program Reviews (IPRs)</u>

All contractor/government formal meetings conducted for the purpose of reviewing and discussing overall program status shall be referred to as IPRs. The contractor shall host at least four but no more than six (6) IPRs per year. The Government will schedule these meetings. The location shall be at the contractor's facilities, or elsewhere if mutually agreed upon. The contractor shall suggest agenda topics in contractor format to the Government twenty (20) days prior to the start of the meetings. The Government will finalize and publish the agenda ten (10) days prior to the meeting. There shall be additional topic specific meetings (for example, publication, provisioning, design/engineering, and training reviews) as described elsewhere in the contract.

#### C.3.2.1 Conference Minutes (CDRL A001)

The contractor shall submit a draft of the minutes of each IPR to the Government within ten (10) days following the meeting. The Government will review and provide comments within ten (10) days after receipt. The contractor shall incorporate government comments and publish the minutes within five (5) days after receipt of government comments.

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#### C.3.3 Start of Work

The contractor shall participate in a Start of Work meeting within thirty (30) days after contract award at the contractor's facility. The Government will schedule the meeting. The primary purpose of the meeting is for the contractor to brief its contract execution concept. The contractor shall submit a list of such questions in contractor format to the Procuring Contracting Officer (PCO) ten (10) days prior to the meeting.

#### C.4 Testing strategy

#### C.4.1 Interoperability and interchangeability test

The contractor shall perform tests to verify the interoperability and interchangeability of intermediate section mating to include side to side connection and section end to section end connection within the first six months after contract award. The purpose of this testing shall be to verify interoperability and interchangeability early in the program of modules, strings and sections. The Government may witness this testing. The USG shall be notified fifteen (15) days prior to the start of this testing. The results of these functional tests will be part of the First Article Test (FAT). The results of this functional testing shall be documented for verification and incorporated into the FAT plan.

#### C.4.2 Test plan

The contractor shall develop and maintain a master test plan available for government review in order to assess the contractor's ability to meet testing requirements. A draft plan shall be available for government review prior to the start of FAT. The plan shall indicate procedures to follow during the testing of each item as described in the ATPD. The Government will review and comment on the plan at IPRs and copies shall be available at the performance of each test.

#### C.4.3 Test Support Package (TSP)

The TSP is an onsite composite package of support for government testing (the CF Operational Demonstration (OP DEMO)) or technical manual verification. All items that comprise a TSP shall be the same configuration and source used on the production of the modular causeway systems. The TSPs shall include whatever the contractor deems necessary to support the testing or verification. At a minimum, it shall include, but is not limited to, spare and repair parts, special tools, and equipment publications. If any testing requires retest, then the TSP shall be updated and the updated TSP shall be available at the time of retest. The contractor shall assemble, furnish, pack and ship the TSP to the designated site(s) (anticipated to be in the Hampton Roads, VA area). The contractor shall fill any support deficiencies within 24 hours of notification by the Government.

#### C.5 Quality Assurance

#### C.5.1 Quality system

The contractor shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services furnished under the contract. The quality system shall achieve defect prevention and process control, providing adequate quality controls throughout all areas of contract performance. At any point during contract performance, the Government has the right to review the contractor's quality system to assess its effectiveness in meeting contractual requirements.

#### C.5.1.1 Quality inspection

The contractor shall perform in-process inspections as necessary. These inspections shall evaluate the conformance of materials, welding, workmanship, and processes to contractual and purchase description requirements. The Government reserves the right to either witness or conduct its own in-process inspections. All in-process government inspections conducted during fabrication shall be made at the contractor or subcontractor's facility prior to the application of primer or paint.

#### C.5.1.2 Inspection equipment

The contractor shall supply and maintain all inspection and test equipment necessary to assure the modular causeway systems conform to contract requirements. The contractor shall make available to the Government applicable and necessary inspection equipment for government system inspections.

#### C.5.1.3 Quality records

All records of inspections, examinations, certifications, tests, supplier audits, and purchase orders, shall be retained by the contractor for a period of four (4) years after contract completion. These records shall be made available to the Government upon request.

#### C.5.2 Welding procedure qualification

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All welding procedures and welding equipment shall be qualified IAW the American Welding Society (AWS) code AWS D1.1 for Structural Steel, AWS D1.2 for Structural Aluminum or AWS D1.3 for Sheet Metal as applicable. All welders and welding operators to perform manual, semi-automatic or automatic welding shall be qualified IAW the applicable AWS standard. The contractor shall verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualifications may be based on one of the following:

- Current or previous certification as an AWS certified welding inspector;
- Current or previous certification by Canadian Welding Bureau;
- Inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment (on the basis of formal training, documented experience, or both), and in metals fabrication, inspection, and testing of weldments.

#### C.6 Configuration management

The Government retains control of the purchase description. The contractor shall establish and control the configuration baseline. This baseline shall identify and document the functional and physical characteristics of the modular causeway systems and be maintained for the life of the contract. Except as provided herein, all systems delivered under this contract shall be identical in configuration to the contractor's final approved first article configuration baseline of the systems.

#### C.6.1 Engineering Change Proposals (ECPs) (CDRL A002)

The Government acknowledges that the contractor may want to offer changes to the configuration during the term of this contract after First Article Test (FAT) approval. However, it is important for the Government to assess the impact of any proposed changes to the logistic and technical requirements established for the program. The contractor shall request government approval of any proposed configuration change after FAT approval that affects form, fit, function and/or interface. The procedures for government notice and approval shall apply.

#### C.6.1.1 Engineering change inspection and test

The Government reserves the right to require additional testing at contractor expense if the Government believes any proposed engineering change may have a potential negative impact on the ability of the product to meet the requirements of the system purchase description.

#### C.6.1.2 Effect on contract price

In the event an approved ECP results in a reduced cost to the contractor, the change shall at the Government's discretion be subject to an equitable reduction in contract price. The contractor shall certify cost impact and the Government will have the right to conduct post-change audits. The Government reserves the right to a downward adjustment in contract price for those costs incurred by the Government which were caused by the contractor's failure to inform the Government in a timely manner of approved ECP impacts. If a proposed ECP is not approved, the Government is not responsible for any costs incurred by the contractor.

#### C.6.1.3 Final disposition

Government approval shall not be construed as relieving the contractor from its responsibility to furnish all items in conformance with contract requirements.

#### C.6.1.4 Government directed changes

In the event the Government contemplates a change in the modular causeway systems, the contractor shall provide a technical/price proposal.

#### C.6.1.5 Effectivity certification

Actual cut-in of approved changes into the production line shall be at a single cut-in point (single module). The contractor shall maintain the original effectivity point certification on file.

#### C.6.2 <u>Drawings</u>

The contractor shall develop, maintain and have available for government review at the design reviews, As-Built and Interface Control drawings as described.

#### C.6.2.1 <u>As-Built Drawings</u> (CDRL A003)

The contractor shall create drawings that provide sufficient information to allow the government to repair/refurbish the components of the modular causeway systems. The drawings shall be either Layout, Monodetail or Assembly type drawings or a

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combination of these types as described in ASMEY14.24M and shall specify all physical and functional characteristics of systems components that are required in order to repair and refurbish the modular causeway systems.

## C.6.2.2 <u>Interface Control Drawings</u> (CDRL A004)

The contractor shall create an Interface Control Drawing for the MCS components. The Interface Control Drawing shall be as described in ASME Y14.24M and shall specify all characteristics of system components that are required in order to achieve the interoperability and interchangeability requirements for the modular causeway system. It shall specify all geometry, dimensions, tolerances, sizes, finishes, component standards, capacities, and operating values (such as pressures, voltages, temperature ranges, flow rates, etc.) that are required to define the interface for all connecting components and sub-systems. This interface drawing shall include all information necessary for the contractor, or any other entity, to design all MCS components that are fully physically and functionally interoperable and/or interchangeable as required by this contract. The interface drawing shall include a graphic representation of the geometry and tolerances for all interfaces.

#### C.7 Government Furnished Property (GFP)

#### C.7.1 Support GFP

The Government will provide the following GFP in accordance with the government property clause to support various work efforts under this contract:

- 1 ea SINCGARS radio
- 3 ea center modules
- 2 ea right end rake modules
- 2 ea left end rake modules
- 2 ea center end rake modules
- 1 ea propulsion module
- 1 ea combination beach and sea end module  $\mbox{\footnotember Existing system}$  manual and provisioning data

#### C.7.2 System installed GFP

The Government will provide the following GFP in accordance with the government property clause for installation by the contractor into the system indicated prior to that system's delivery:

SINCGARS radio installation kits (installed on the WT and CF)
10 kW TOG generator (installed on the RRDF and FC)

#### C.8 Total Package Fielding (TPF)

Total Package Fielding is the Army's standard fielding method used to provide Army units a new/product improved materiel system and all its related support materiel at one time. The contractor shall provide technically qualified individuals and services to support the handoff phase of TPF for each system at government specified dates and locations (anticipated to be in the Hampton Roads, VA area).

#### C.8.1 Pre-fielding inventory

The contractor shall conduct a pre-fielding inventory of all major items, Basic Issue Items (BII), Special Tools and Test Equipment (STTE), On Board Spares (OBS), Initial Support Items (ISI), Repair Parts and Special Tools List (RPSTL), and technical manuals. Any known shortages which will not be available for handoff shall be annotated on a shortage list. This list shall contain a description of the item, nomenclature, NSN, part number, quantity, and date of availability. This list shall be attached to the joint inventory form.

#### C.8.2 Joint Inventory Form

The contractor and government representatives, along with the gaining unit representative, shall conduct a joint inventory of all components, major items, BII, OBS, ISIL, RPSTL, STTE, and technical manuals at the fielding site no later than thirty days prior to fielding. Team members shall prepare the appropriate deficiency reports (SF 368 Quality Deficiency Report, SF 364 Report of Discrepancies, SF 361 Discrepancy in Shipment Report, DA Form 2407 Maintenance Report) for any deficiencies found. The contractor shall prepare and sign the joint inventory form along with the government representative and gaining unit representative.

#### C.8.3 Deprocessing

The contractor shall perform on-site preparation of equipment prior to fielding or handoff including complete operator and

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maintainer preventive maintenance checks and services. Upon completion of deprocessing, the equipment shall be 100% fully mission capable.

#### C.9 Parts support

As soon as practicable after contract award, the contractor and the Government (Defense Logistics Agency) will negotiate a separate contract agreement for parts support for a period of twenty-four (24) months after the first system delivery. The intent is for the contractor to insure timely parts availability for this period of time when spare and repair parts are ordered by the USG. Such orders will be placed on an as-needed basis driven by parts support demands from the field.

#### C.10 Maintenance planning (CDRL A005)

The contractor shall conduct/update maintenance analysis on the modular causeway systems, major assemblies, subassemblies, spare parts, and kits, and identify the tools to define optimal maintenance activities that fully support the maintenance concept for the modular causeway systems. This analysis shall be the basis for the update/revision of the Hardcopy/Electronic Technical Manuals (ETM), Preventive Maintenance Checks and Services (PMCS), Maintenance Allocation Chart (MAC), Lubrication Instructions and Repair Parts and Special Tools List (RPSTL). The contractor shall brief the maintenance analysis procedures and strategy at the initial Maintenance, Provisioning and Publications (MPP) review. Updates to any analysis procedures and strategy shall be briefed at each subsequent MPP.

#### C.10.1 Maintenance Allocation Chart (MAC) (CDRL A006)

The contractor shall update the existing Maintenance Allocation Chart (MAC) IAW MIL-STD-40051A-6A covering all maintenance tasks. The MAC is a living document that forms the basis for provisioning, manning and technical manual development and is, therefore, subject to change until its final approval concurrent with final approval of the technical manuals. The MAC assigns all authorized maintenance functions and repair operations to be performed by the lowest appropriate level and delineates the tools and test equipment required to perform the operations. The MAC shall be prepared in a top down breakdown sequence. The first functional group shall be 00, the end item. The MAC shall include all maintenance significant components, assemblies, subassemblies, and modules. Parts requiring a test procedure prior to replacement shall also be listed in the MAC.

#### C.11 Support equipment

Modular causeway systems shall be capable of being operated and maintained, to the maximum extent practicable, using common tools, support equipment, and test equipment normally organic to the user. Engines used on powered sections shall be outfitted with Built-In-Test-Equipment [BITE].

#### C.12 Supply support (provisioning program)

The provisioning program for the modular causeway systems requires the contractor to develop/update a database that shall provide the Government with data IAW Attachment A, Logistic Management Information (LMI) Data Product Delivery. The provisioning program creates the Provisioning Master Record (PMR) which is stored on the government database. It contains all data for the assemblies, subassemblies, spare parts and kits, to include Components of the End Item (COEI), Basic Issue Items (BII), Additional Authorized Items (AAL) and Special Tools, required to support the modular causeway systems.

#### C.12.1 Provisioning Contract Control Number (PCCN) and Provisioning Control Codes (PCCs)

The PCCN for the modular causeway systems is C31901. At the MPP review, the Government will furnish PCCs for each causeway system.

#### C.12.2 Provisioning schedule and reviews

The contractor shall provide a provisioning performance schedule at the Start of Work meeting IAW Attachment A. This schedule shall provide an estimate of the number of items to be provisioned and the number of provisioning meetings that will be required. (The maximum number of items reviewed at any 40-hour MPP review shall be 1,500 line items.)

#### C.12.3 Provisioning Parts List (PPL) (CDRL A007)

The contractor shall develop/update/submit and maintain provisioning data for the modular causeway systems using the C31901PMR. After the PMR for the modular causeway systems is established, the contractor shall add or change data to include the most recent production configurations, ECPs and parts information changes. The corrections shall be formatted in accordance with Attachment A, media format delivery for all LMI data products, or corrected by modem access to the Provisioning On-line System (POLS). The data shall be capable of being loaded into TACOM's PMR without any modification to the data.

The contractor shall correct CCSS/POLS rejects within 30 days after we notify the contractor of errors. Data submitted with more than a ten percent (10%) error rate will not be accepted and will be returned to the contractor for correction. The corrections

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shall be formatted IAW Attachment A.

The contractor shall maintain and continuously update the data file with the Provisioning Technical Documentation (PTD) Reports (X40CXX6034R) which the Government will provide periodically. These reports shall contain part number changes, failure factor changes, Source/Maintenance/Recoverability code changes and additions and/or deletions throughout the contract.

#### C.12.4 Provisioning of kits

The contractor shall provision all kits specified in accordance with provisions in section C.12.

#### C.12.5 Supplementary Provisioning Technical Documentation (SPTD)/Drawings (CDRL A008)

The contractor shall have available at each MPP review one hard copy SPTD/drawing for each new item to be provisioned, identified on the PPL, for government review. These drawings shall include a parts list, detail and assembly drawings, interface control data, diagrams, performance characteristics and details of material for each assembly, subassembly and spare part on the modular causeway systems.

- The drawings shall be in Provisioning List Item Sequence Number (PLISN) sequence.
- After the Government approves each drawing as being suitable for NSN assignment, the drawings shall be submitted on a CD in Portable Document Files (.pdf) format, or some other software product format that we agree to, thirty (30) days after completion of each MPP review.
- Text on all drawings shall be in the English language.
- The contractor shall have all approved vendor Commercial and Government Entity (CAGE) code typed, stamped or written legibly with an authorized signature and date cited on all drawings. All provisioned items shall include at least two sources of supply one of which may be the contractor.
- Substitutes for drawings, such as commercial catalogs or catalog descriptions, sketches or photographs with brief descriptions or dimensions, material, mechanical, electrical or other descriptive characteristics do not apply. Use of such drawing substitutes is permitted only by exception, on a case by case basis, by the PCO.
- C.12.6 <u>Kits & Crew Protection Kit Installation Instructions & Supplementary Provisioning Technical Documentation (SPTD) for Special Purpose Kits (SPK)</u> (CDRL A009)

The contractor shall provide a complete installation drawing identifying all kit components and parts, which describe the location of the components/parts on the modular causeway systems. Installation instructions shall be included.

#### $\hbox{C.12.7 \underline{Tools\ and\ Test\ Equipment\ List\ (TTEL)}\ (\hbox{CDRL\ A010})}$

The contractor shall prepare and deliver a TTEL listing those peculiar support items for the modular causeway systems that are not currently listed in the U.S. Army supply catalogs. A list of supply catalogs can be found in DA Pamphlet 25-30, Section 6, provided at the Start of Work meeting. The TTEL, with drawings, shall be identified at the first MPP review. After the Government approves the TTEL, the contractor shall deliver the data concurrently with the first submittal of the LMI data product. Updates shall be provided with each subsequent delivery of the LMI data products.

#### C.12.8 Provisioning Parts List Index (PPLI) (CDRL A011)

The contractor shall provide a PPLI containing a listing by manufacturer's reference numbers of all items listed in the LMI data products (see Attachment A), cross-referenced to each PLISN.

#### C.12.9 System Support Package List (SSPL) (CDRL A012)

The contractor shall prepare and provide an SSPL, which lists all system support requirements. The SSP list shall consist of, as a minimum, the following:

- <u>Spare parts</u> The SSPL shall identify a sufficient amount of repair parts to meet the requirements arising from predicted failures, scheduled maintenance, mandatory replacement items and items that are most likely to be consumed or broken during any disassembly or assembly process (such as seals and gaskets) as a result of anticipated wear out.
- <u>On Board Spares (OBS)</u> Components necessary for the vessel to operate and for the crew to perform quick repair underway, or repairs not requiring external support to tow or otherwise support the powered section, deck mounted equipment and the modular causeway systems.

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- <u>Authorized Stockage List (ASL) hardware</u> System specific Class IX repair parts authorized to be held at the DS/GS level to support an additional thirty (30) days of operations, not to be stored onboard the system, but in close proximity to the systems operational area, e.g., support maintenance (DS/GS) parts storage area.
- <u>Mission Support Packages (push packages)</u> Class IX repair parts and other components required to support two (2) ninety (90) day back-to-back missions preserved and transported with the system onboard the pre-positioned vessels.
- <u>Common and Special Tools, Test Measurement and Diagnostic Equipment (TMDE)</u> All common and special tools, tool kits, equipment and TMDE identified in the Army supply catalogs required in support of the modular causeway systems. Any tool or TMDE required to perform maintenance and any diagnostic maintenance procedures, to include any vendor or manufacturer software programs and/or hardware, that are not identified in the Army supply catalogs shall be identified on the SSP list. All tools & TMDE not listed in the Army supply catalogs shall be identified as special tools.
- Equipment Publications The most recent version of each equipment publication shall be included in the SSPL. When changes and updates are made to any publication during testing or Technical Manual verification, the contractor shall identify them to TACOM, AMSTA-LC-CJA.
- <u>Basic Issue Items (BII)</u> and <u>Components of the End Item (COEI)</u> BII, as required by the specification, and BII/COEI, as required by the contractor?s design, shall be included on the SSPL.
- Expendables Supplies Expendable supplies such as petroleum, oils and lubricants shall be identified on the SSPL .
- <u>Support Equipment</u> Equipment existing in the Army's inventory to support the modular causeway systems shall be included on the SSP list.

#### C.12.10 Design Change Notice (DCN) (A013)

The contractor shall submit a DCN for those design or part number changes which modify, add, delete or supersede any of the operating, maintenance or repair parts information that the contractor provided previously under this contract.

#### C.12.11 Contractor on-line access

The contractor may access the POLS to make Provisioning Suspense File corrections as an alternative to receiving validation reject reports from the Government, then making the corrections on a subsequent submittal. The Government, if requested, will provide access free of charge by modem to the POLS. However, any hardware or software required for accessing the POLS shall be at contractor expense. Additional access may be provided for ease of processing LMI data.

#### C.13 Publications (CDRLs A014, A029-A033)

The contractor shall develop the below listed equipment publications per MIL-STD-40051A for the modular causeway systems. Publications for the modular causeway systems are broken down into four (4) volumes as follows:

Causeway Ferry (CF)-Volume 1
Roll-On/Roll-Off Discharge Facility (RRDF)-Volume 2
Modular Warping Tug (WT)-Volume 3
Floating Causeway (FC)-Volume 4

#### C.13.1 Publications for RRDF, WT, and FC

For the RRDF, WT and FC, the contractor shall develop the following:

Operator's Manual, TM55 1945-205-10 Unit/DS/GS Maintenance Manual, TM55 1945-205-24 Commercial Off the Shelf Manual, TM55 1945-205-24 Repair Parts and Special Tools List, TM55 1945-205-24P Lubrication Order, LO55 1945-205-12 Hand Receipt, TM 55 1945-205-10-HR

#### C.13.2 Publications for CF

The contractor shall provide revisions to the existing CF manuals in accordance with MIL-STD-40051A and incorporate new procedures and material changes. These TM's are:

Operator's Manual, TM55 1945-205-10 Unit/DS/GS Maintenance Manual, TM55 1945-205-24

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Commercial Off the Shelf Manual, TM55 1945-205-24 Repair Parts and Special Tools List, TM55 1945-205-24P Lubrication Order, LO55 1945-205-12 Hand Receipt, TM 55 1945-205-10-HR

#### C.13.3 <u>Electronic Technical Manual (ETM)</u>

The contractor shall also produce an ETM file of each publication described above. ETM files are .pdf format files. These files contain bookmarks and links as follows: Bookmarks shall be established for the table of contents page, the first page of alphabetical indexing and the first page of each work package, the first page of each chapter, the first page of each section and for each reference within the same manual (files). No linking is required beyond the bookmarks.

#### C.13.4 Delivery

The following shall be delivered, postage prepaid, to TACOM, AMSTA-LC-CJA, Warren, MI 48397-5000:

- Camera-ready (600DPI laser print or equivalent) copy of each complete publication, with running sheets and folio markings, sized for 1 to 1 reproduction (no enlargement or reduction required by the printer).
- Complete SGML-tagged data for each publication and graphic file in the format specified in MIL-STD-40051.
- Word processing file of each publication (MS Word or equivalent).
- .pdf of each publication.

All digital files are to be delivered on ISO 9660 CD-ROM.

#### C.13.5 Validation

The contractor shall validate the accuracy and usability of all publication deliverables. The contractor shall have and use documented Quality Assurance (QA) processes and inspections in accordance with Section E.9. The Government has the right to review validation processes. The Government has the right to verify all publication deliverables. Government reviews and verification may be done through statistical sampling and a mix of desktop review and actual performance but could include actual performance of all procedures and review of all pages, if deemed necessary by the Government. The Government does not intend to review and verify every page at every review but relies on complete and careful editing and review by the contractor. If there are indications that the contractor has performed incomplete or inadequate QA reviews, the Government may elect to perform additional reviews and return products for rework.

#### C.13.6 Reviews

Publication work shall be reviewed at an MPP review when 30% of the manual effort is complete and again when 70% of the manual effort is complete.

#### C.13.7 <u>Verification/validation</u>

The contractor shall support the Government's TM verification/validations. (See paragraph C.4.3)

#### C.14 Training and training support

The contractor shall provide contractor ("ktr") site facilities, instruction, equipment, instructor(s), tools (special and common), and technical training courses as required herein for training on the following systems: RRDF, CF, FC, WT.

Training issues shall be discussed at IPRs for the purpose of tracking and reviewing the status of contractor developed training materials to include actions taken resulting from student comments.

The contractor shall conduct all training courses. The contractor shall develop two training courses for each system. One course shall be used to train operation/operators and the second course shall be used to train unit and Direct Support (DS) maintenance personnel on each system. The three types of training are Tester Training (TT), Instructor and Key Personnel (I&KPT) Training, and New Equipment Training (NET). All training courses shall be stand-alone courses and structured to provide students with at least 70% hands-on training. See Attachments B-F.

The first increment of training for the CF system shall be Tester Training in support of Operational Demonstration (OP DEMO). Any comments received from attendees of TT courses and OP DEMO will be reviewed by the TACOM New Equipment Training (NET) manager and forwarded to the contractor to be incorporated into the courseware to yield a revised product. These revised products shall be used to conduct Instructor & Key Personnel Training for the CF each system.

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The next increment of training for each system shall be for Instructor and Key Personnel Training. Any comments received from the attendees of I&KPT courses will be reviewed by the TACOM NET manager and forwarded to the contractor to be incorporated into the courseware to yield a revised final product. These revised final products shall be used to conduct NET for each system. These NET products shall be used to provide training to the First Unit Equipped (FUE) and all additional units requiring NET.

The contractor shall provide the following classes:

System	# of Classes	Type of Course	<u>Event</u>	<u>Location</u>
RRDF	one	Operator/operation	I&KPT	Ktr site
RRDF	one	Unit/DS maintenance	I&KPT	Ktr site
RRDF	two	Operator/operation	NET-1	Ft. Eustis
			NET-1	Ft. Story
RRDF	two	Unit/DS maintenance	NET-1	Ft. Eustis
			NET-1	Ft. Story
CF	one	Operator/operation	TT	Ktr Site
CF	one	Unit/DS Maintenance	TT	Ktr site
CF	one	Operator/Operation	I&KPT	Ktr site
CF	one	Unit/DS maintenance	I&KPT	Ktr site
CF	two	Operator/operation	NET-1	Ft. Eustis
			NET-1	Ft. Story
CF	two	Unit/DS maintenance	NET-1	Ft. Eustis
			NET-1	Ft. Story
FC	one	Operator/operation	I&KPT	Ktr site
FC	one	Unit/DS maintenance	I&KPT	Ktr site
FC	two	Operator/operation	NET-1	Ft. Eustis
			NET-1	Ft. Story
FC	two	Unit/DS maintenance	NET-1	Ft. Eustis
			NET-1	Ft. Story
MIT		0	TCVD	Ktr site
WT WT	one	Operator/operation Unit/DS maintenance	I&KPT I&KPT	Ktr site Ktr site
WT.	one		NET-1	Rtr site Ft. Eustis
ΜŢ	two	Operator/operation	NET-1 NET-1	
WT	two	Unit/DS maintenance	NET-1 NET-1	Ft. Story Ft. Eustis
AA T	LWO	Unit()D3 maintenance	NET-1	Ft. Eustis
			IVE T - T	rt. Story

#### C.14.1 Training system implementation plan

The contractor shall develop and maintain a training system implementation plan that includes a Plan of Action and Milestones (POA&M) for the training program. The POA&M shall include proposed delivery of the draft and final training materials. The training system implementation plan shall be available for government review and comment at each IPR. The contractor shall select instructional media to implement or augment chosen instructional strategies.

#### C. 14.2 <u>Training materials format/media/deliveries</u> (CDRLs A015-A022)

The contractor shall provide stand-alone training materials for the courses. The training package shall contain the instructor lesson guide, student lesson guide, and media package for each course of instruction. The contractor shall provide the material in electronic digital format. The contractor shall prepare and deliver three draft training packages per course for review and approval by the government ninety (90) days prior to start of TT, ninety (90) days prior to start of I&KPT, and ninety (90) days prior to First Unit Equipped (FUE) for NET. The government will review and return the training packages within thirty (30) days of receipt. Final approved training packages shall be delivered to the government thirty (30) days prior to TT, I&KPT and NET. Training material may be supplemented by, but not limited to, contractor and commercial handbooks, pamphlets, operational manuals, maintenance manuals, logic diagrams, schematics, equipment description, functional data, visual aids, and other documents suitable for use in development/conduct of training programs. The contractor shall provide two (2) each desk top models of each system. Models shall be 24 to 36 inches long and shall be modular in design to resemble actual systems.

Visual aids shall be used to enhance training and may consist of, but not limited to, videos, slides, transparencies, wall charts, schematics, illustrations, pictures, drawings, and components.

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The contractor shall prepare and deliver separate orientation videos to address the new or significantly changed systems and enhanced performance potential of the vessel/system. The video shall be in VHS format, and no more than thirty (30) minutes in length.

The materials (other than hard copy) shall be delivered in a digital format, IBM, compatible, CD ROM or three and one-half inch disk, prepared with commercial word processing, graphics, and desktop publishing format.

#### C.14.3 Equipment/pubs required to support training (CDRL A023)

The contractor shall identify components, parts, expendable supplies, tool sets/kits, individual tools (special and common), and TMDE required to support TT, I&KPT, and NET. The contractor shall provide each student a hard copy of the appropriate TM for the course they are attending. The contractor shall be responsible for shipping any training aids and materials to support NET to the designated government site.

The contractor shall provide to the government, in contractor's format, a list containing the noun/nomenclature, NSN/PN, manufacturer, quantity, and item cost of equipment required to support training, ninety (90) days prior to start of TT, I&KPT and NET. The government will review and return the list to the contractor within thirty (30) days. This list shall form the basis for development of any New Equipment Training Support Package (NETSP) required for conduct of training.

#### C.14.4 <u>Instructor information</u>

When requested by the Government, the contractor shall make available to the government all required personal information related to the instructors, including documentary evidence such as birth certificates and other data requested by the installation or area in which services are to be performed. The contractor shall submit a listing of names and qualifications of instructors to the NET manager or his representative for review and comment.

#### C.14.5 Tester Training (TT)

The contractor shall be responsible for providing TT to government personnel at the contractor's facility on the CF system. TT training shall be completed no more than seven (7) days prior to OP DEMO. Each student in attendance shall receive a hard copy of the training materials. Each class shall require two (2) instructors per operator class and two (2) instructors per unit/DS maintenance class. The operation/operator courses shall not exceed one hundred twenty (120) hours with a maximum of sixteen (16) students per class. The unit/DS maintenance courses shall not exceed eighty (80) hours with a maximum of twelve (12) students per class. One operation/operator class and one unit/DS maintenance class is required to support OP DEMO for the CF system.

#### C.14.6 <u>Instructor and Key Personnel Training (I&KPT)</u>

The contractor shall be responsible for providing I&KPT to government personnel at the contractor's facility on each system. I&KPT training shall be completed no more than one hundred and twenty (120) days prior to FUE. Each student in attendance shall receive a hard copy of the training materials. Each class shall require two (2) instructors per operator class and two (2) instructors per unit/DS maintenance class. The operation/operator courses shall not exceed one hundred twenty (120) hours of instruction with a maximum of sixteen (16) students per class. The unit/DS maintenance courses shall not exceed eighty (80) hours of instruction with a maximum of twelve (12) students per class.

#### C.14.7 New Equipment Training (NET)

The contractor shall provide NET in support of all system fieldings. All courses shall be conducted at a designated government facility. Operation/operator maintenance classes shall be limited to a maximum of 16 students per class at no more than one hundred and twenty (120) hours per class. Each student shall receive a hard copy of all related training materials. Unit/DS maintenance classes shall be limited to a maximum of twelve (12) students per class with a maximum of eighty (80) hours per class. Each student shall receive a hard copy of all related training materials. Each class shall require two (2) instructors per operator class and two (2) instructors per unit/DS maintenance class.

#### C.14.8 Course completion documents and reports (CDRL A024)

The government will provide blank student rosters and student critique sheets. Upon completion of each class, the contractor shall provide the government a completed student roster containing the student's full name, grade/rank, unit/location, SSN, and instructor's names. The contractor shall submit a copy of the government provided course critique sheets completed by each student. The contractor shall provide each student with a course completion certificate that states the course name, number of hours, student's name, SSN and course completion date signed by the primary instructor.

#### C.15 Packaging requirements

The contractor shall provide packaging data for items provisioned for the modular causeway systems and not resident in Army

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packaging data files. The contractor shall provide the facilities, material, and access to parts needed for packaging data development. Packaging data development is required only for those provisioned items assigned Uniform Source Maintenance and Recoverability (SMR) codes PA, PB, PC, PE, PG, PH and KF. Packaging data development is not required for common hardware type items assigned a Contractor and Government Entity Code (CAGE) of: 1T416, 21450, 80204, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81346, 81348, 81349, 81352, or 88044.

#### C.15.1 <u>Item classification</u>

The contractor shall classify items requiring packaging development IAW MIL-STD-2073-1D Appendix A.

#### C.15.1.1 Common group items

These items will not require NEW packaging coded data development. (Common group items packaging coded data has been predetermined by DOD and must be used.)

#### C.15.1.2 Selective group items

These are items that REQUIRE packaging coded data development, but do not require a drawing, sketch, illustration, narrative type instructions, and do not exceed 40 pounds, do not have any one dimension which exceeds 40 inches, or do not have a length and girth of over 84 inches. Packaging data for these items can be appropriately defined by Standard Practice Coding IAW MIL-STD-2073-1D. (Selective group items shall not be subjected to design validation testing.)

#### C.15.1.3 Special group items

The following items shall be considered special group terms:

- Items requiring narrative instructions or figures to describe packaging requirements;
- Kits, sets, and items consisting of separate parts; (Sets of items packed in ISO containers may be considered Kits IAW MIL-STD-2073-1D, APPENDIX D.)
- Items that require disassembly for packaging;
- Items requiring special handling or condemnation procedures;
- Items considered hazardous for transport;
- Items considered to have a shelf-life;
- Items excluded from the selective group.

#### C.15.2 Packaging impact

The contractor shall assess engineering and logistic changes for packaging design/data impact. The contractor shall provide packaging impact statements with Engineering Change Proposals (ECPs). The contractor shall provide revisions and additions to the packaging information when packaging is impacted.

## C.15.3 Special Packaging Instructions (SPI) (CDRL A025)

For each item classified as special, the contractor shall prepare a SPI in an electronic format that can be viewed, changed or commented upon, and approval marked using a Microsoft Windows application, e.g. Microsoft Word 6.0 or 7.0. The contractor shall perform packaging design validation testing in accordance with MIL-STD-2073-1D paragraph 5.6.

#### C.15.4 Packaging related LMI data products (CDRL A026)

The contractor shall submit LMI data products in electronic format (ASCII). The data provided shall be for every item requiring packaging data. The required packaging related LMI data products are as detailed below from Appendix B of MIL-PRF-49506:

Data Products Dictionary # Data tit	le.
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0680	National Stock Number (NSN)
0220	Packaging Indicator Code (PIC)
1440	Type Storage Code (TSC)
1460	Pack Level Reference Indicator
0140	Packaging Data Preparer

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90	Shelf Life Code		
200	Shelf Life Action Code		
50	Packaging Reference		
80	Item name		
50	Item weight		
30	Item length		
30	Item width		
30	Item depth		
50	Packaging Category Code		
50	Special Marking Codes		
80	Quantity per unit pack		
50	Quantity per intermediate pac	k	
50	Item drawing number		
40	CAGE		
60	Preservation method code		
30	Cleaning Method code		
10	Preservative material code		
90	Wrap material code		
00	Cushioning material code		
10	Cushioning thickness code		
50	Unit container code		
40	Intermediate container code		
60	Unit Container Level Code		
60	Packing requirements code		
50	Unit pack weight		
30	Unit pack length		
30	Unit pack width		
30	Unit pack depth		
20	Unit pack cube		
90	In-The-Clear Instructions		
60	Hazardous Code		
70	SPI Date		
80	SPI Revision		
20	Source, Maintenance and Recov	erability	
	(SMR) Code		
20	Type of Change Code (transact	ion type)	
70	Unit of Issue (UI)		
10	Unit of Measure (UM)		

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#### C.15.5 <u>Documentation</u>

The contractor shall provide documentation with data submittal, as necessary, to permit the government reviewer to determine the adequacy of the prepared packaging analysis and packaging related LMI data. This includes item drawings and copies of Material Safety Data Sheets. Additionally, performance test reports and photographic records of packaged item before and after testing shall be delivered for every SPI.

#### C.15.6 Shipment and Storage (S&S) instructions (CDRL A027)

The contractor shall develop preservation and depreservation (return to operating condition) instructions and updates to the S&S Instructions for all end items of the modular causeway systems. The contractor shall include processing instructions for shipment. The contractor shall consider overland and marine vessel transport (on deck and below deck). The S&S instructions may be detailed in a Special Packaging Instruction or Technical Manual (preferred). The contractor shall develop a preservation/packing process for long term storage:

Military/level A protection for thirty-six (36) months minimum in a salt vapor (on deck) environment;

Military/level B protection for thirty-six (36) months maximum in a humidity controlled (below deck) environment.

Exercising requirements shall also be included for each of the long term storage environments.

#### C.15.6.1 Engines/batteries

All mechanical equipment containing internal combustion engines or wet batteries are subject to requirements of Code of Federal Regulation Title 49, for truck and rail transport, International Maritime Dangerous Goods Code, for vessel transport, and AFJMAN 24-204, for military air. The contractor shall include disassembly procedures to meet requirements for the applicable mode.

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Overseas shipments require some disassembly to minimize shipped tonnage costs. Instructions shall reflect all special requirements.

#### C.15.6.2 Support hardware

The contractor shall include S&S instructions for ISO containerized Components Of the End Item (COEI), Basic Issue Items (BII), Interim Support Items List (ISIL) items, Prescribed Load List (PLL)/Authorized Stockage List (ASL) items, Onboard Spares List (OBSL) items, and ninety (90) day Mission Support Packages.

The contractor shall include figures/drawings showing the stowage location and security provisions. The stowage locations shall deter pilferage and shall not interfere with lifting, tie down or other transportation handling requirements.

#### C.15.6.3 Design change

The contractor shall provide revisions to the S&S instructions for each design change affecting shipping configuration, weight, or transportability. When directed by the Government, the contractor shall update S&S instructions to support improvements in processing methodology for the modular causeway systems.

#### C.15.6.4 Validation

The contractor shall validate S&S instructions. Validation for S&S instructions shall verify the adequacy of the preservation, packaging, packing and stowage; and the exercising requirements for powered modules and winches in long term storage. Government representatives may verify and witness contractor's validation.

#### C.16 Manpower and Personnel Integration (MANPRINT)

MANPRINT considerations shall be addressed and incorporated throughout the design and fabrication process of the modular causeway systems to maximize soldier-machine interface and shall be coordinated with the contractor's logistics and system engineering activities

#### C.16.1 Human Factors Engineering (HFE)

The contractor shall consider human factors in design of the Modular Causeway Systems (MCS) in accordance with paragraph 3.3.15.3 of the ATPD 2280 to facilitate rapid and easy deployment by the crew under all required operational conditions within prescribed deployment times. The MCS shall be capable of being assembled by the 5th percentile female through the 95th percentile male soldiers while wearing arctic and mission-oriented protective posture (MOPP) ensemble.

#### C.16.2 Manpower

Modular causeway systems shall not require additional manpower to current causeway companies authorized Table of Organization and Equipment for maintenance, recovery and deployment under all operational conditions. Maintenance, deployment and recovery time must be performed within the prescribed performance time standard.

#### C.16.3 Personnel capabilities

All tasks shall be designed so they may be performed by soldiers with skill level and strength level as defined by Military Occupational Specialty (MOS) 88L/88K. Modular causeway systems shall be easy to maintain, deploy and recover by the operator crew. No new Military Occupational Specialty (MOS) or Additional Skill Identifier (ASI) shall be required for the modular causeway systems or its ancillary equipment.

#### C.16.4 Soldier survivability

Modular causeway systems shall include features of soldier survivability by minimizing system detectability, probability of being attacked or detected, probability of damage if attacked, and soldier fatigue and injury.

#### C.16.5 System safety and health hazards

The contractor shall follow good safety engineering practices in establishing any modular causeway systems design and operational procedures to include modifications. MIL-STD-882D may be used as a guide in determining whether safety engineering objectives are met. As a minimum, the contractor shall do the following:

Identify hazards associated with the system by conducting safety analyses and hazard evaluations. Analyses shall include both operational and maintenance aspects of the modular causeway systems.

Eliminate or reduce significant hazards by appropriate design or material selection. If hazards to personnel are not avoidable,

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take steps to control or minimize those hazards.

#### C. 16.5.1 <u>Safety Assessment Report (SAR)</u> (CDRL A028)

As a result of system safety analyses, hazard evaluations, and any contractor independent testing, the contractor shall perform and document a safety assessment. The safety assessment shall identify all safety features of the hardware, system design and inherent hazards. The assessment shall also establish special procedures and/or precautions to be observed by government test agencies and system users. Based on the safety assessment, the contractor shall prepare a Safety Assessment Report in accordance with DI-SAFT-80102B. As an addendum of the Safety Assessment Report, the contractor shall identify and incorporate health hazards associated with the system. In preparing the health hazard portion of the SAR, the contractor shall provide a description and discussion of each potential or actual health hazard issue of concern for each system or component. A health hazard is an existing or likely condition, inherent to the operation, maintenance, transport or use of materiel, that can cause death, injury, acute or chronic illness, disability, or reduced job performance of personnel by exposure to physiological stresses. Each hazard shall include the classification of hazard severity and probability of occurrence. The contractor shall include when the hazards may be expected to occur, whether under normal, unusual operating or maintenance conditions. The following are examples of some areas of concern that may contain safety and health hazards. This is not an all-inclusive list:

- Stability issues
- Breakdown from ISOPAK configuration
- Fire prevention issues
- Toxic gases, (e.g., engine exhaust)
- Confined space areas
- Noise levels

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- Lifting devices
- Electrical issues

\*\*\* END OF NARRATIVE C001 \*\*\*

Regulatory Cite Title Date

TACOM SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-L-61002 TO JUL/1995

ELIMINATE USE OF CIODS

The following change applies to MIL-L-61002, Amendment 1, dated 10 Jan 92, which is part of the technical data package (TDP) or specification for this contract. Paragraph 4.6.3.2 requires immersion testing in methyl chloroform, a Class I Ozone-Depleting Substance, or CIODS. Therefore, in order to eliminate the use of CIODS, MIL-L-61002 is changed as follows:

When meeting the requirements of MIL-L-61002, Amendment 1, delete the immersion testing requirements of paragraph 4.6.3.2. (End of clause)

C-2 TACOM SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-STD-129 TO JUL/1995 ELIMINATE USE OF CIODS

The following change applies to MIL-STD-129M, dated 15 Jun 93, which is part of the technical data package (TDP) or specification for this contract. The following references to Class I Ozone-Depleting Substances, or CIODS, are part of MIL-STD-129M:

- a. Paragraphs 3.27 and 3.28 reference MIL-P-116;
- b. Paragraphs 5.1.1.2 and 5.1.1.3 reference MIL-C-46168 and MIL-C-53039;
- c. Numerous paragraphs require labels per MIL-L-61002.

Therefore, in order to eliminate the use of CIODS, MIL-STD-129M is changed as follows:

- a. For paragraphs 3.27 and 3.28, comply with MIL-P-116J, Amendment 2, dated 18 Aug 93.
- b. For paragraphs 5.1.1.2 and 5.1.1.3, comply with both MIL-C-46168D, Amendment 3, dated 21 May 93 and MIL-C-53039A, Amendment 2, dated 19 May 93.
- c. For paragraph 4.6.3.2 of MIL-L-61002, Amendment 1, dated 10 Jan 92, delete the immersion testing requirements for all references to MIL-L-61002.

(END OF CLAUSE)

C-3 52.239-4001 YEAR 2000 (Y2K) COMPLIANCE

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- (a) In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.
- (b) Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.
  - (c) If this contract contains another provision requiring Y2K compliance, that provision shall take precedence.

(End of clause)

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SECTION D - PACKAGING AND MARKING

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D-1 52.211-4013 BAR CODE MARKING FEB/1997

- (a) Shipments of items delivered and the application of bar code labels shall be by ANSI/AIM-BC 1 and MIL-STD-129N.
- (b) The following requirements under Section 4.5. Bar Code Markings, paragraphs 4.5.1.1, 4.5.1.2, and 4.5.1.7 are as follows:
- (c) 4.5.1.1 The bar coded NSN/NATO stock number will consist of the basic 13 data characters. Prefixes, suffixes to the stock number, spaces, dashes and part number will not be bar coded.
  - (d) 4.5.1.2 For all contracts, each exterior shipping container will be bar coded with the following:
    - (1) NSN/NATO stock number
    - (2) Contract or order number (including call number)
    - (3) CAGE code of the company awarded
    - (4) Contract Line Item Number (CLIN), when used, the NSN will be bar coded as in 4.5.1.1.
- (e) 4.5.1.7 On other than wood containers, bar code markings will be applied by labeling or by direct printing on the container.

D-2 52.247-4004 MARKING REQUIREMENTS FOR EXPORT SHIPMENTS

JAN/1991

(TACOM)

Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), and MIL-STD-129, Military Standard Marking for Shipment and Storage. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is referenced in Section D of this contract. [END OF CLAUSE]

SECTION D - PRESERVATION, PACKING AND MARKING

#### D.1 MODULAR CAUSEWAY SYSTEMS REQUIREMENTS

The modular causeway systems shall be processed for shipment and storage in accordance with shipment and storage instructions prepared by the contractor and approved by the Government.

#### D.1.1 CONUS Immediate Use

Manufacturers standard commercial shipping preparation procedures shall be used, provided they protect modular causeway systems for immediate shipment and use (Continental United States (CONUS) only) or for storage in an unheated warehouse environment not to exceed 90 consecutive days from the acceptance date.

#### D.1.2 Favorable Shipment and Storage Conditions

Military Level B processing is required for domestic and overseas shipments that will be put in storage in Controlled Humidity enclosures for up to 30 months from the acceptance date with minimum of periodic care, exercising, and limited preservation as developed for Section C .

#### D.1.3 Unfavorable Shipment and Storage Conditions

Military Level A processing is required for domestic or overseas shipments that will be put in storage outside of an Controlled Humidity enclosure for up to 30 months from the acceptance date with optimum periodic care, exercising, and preservation during storage as developed for Section  ${\tt C.}$ 

#### D.1.4 Basic Issue Items ( BII )

#### Reference No. of Document Being Continued

PIIN/SIIN DAAE07-00-R-T019

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#### Name of Offeror or Contractor:

BII shall be packaged separately. Items shall be free of dirt and other contaminants which would contribute to deterioration of the item or which would require cleaning by the customer prior to use. Items susceptible to corrosion or deterioration shall be provided protection. Items requiring protection from physical and mechanical damage or which are fragile shall be protected in such a manner as to mitigate shock and vibration to prevent damage during handling and shipment. BII shall be stowed together in such a manner to prevent damage to the modular causeway systems and to minimize pilferage.

#### D.1.5 <u>Miscellaneous Preservation</u>

All exposed oil can points such as, but not limited to, levers, hinges, hinge pins, locking pins, wing nuts, linkage and threaded ends of yokes, working mechanisms such as padlocks, and latches shall be preserved with a corrosion preventive coating. All exterior, unpainted surfaces and all bare surfaces, exposed by disassembly, shall be preserved with a waterborne corrosion preventive coating.

#### D.1.6 Disassembly

To facilitate equipment loading to the full capacity of the transportation conveyance, cube reduction, disassembly and preparation of the disassembled items shall be accomplished. To the maximum extent possible, reduction in cube shall be in effect for shipment to ports, overseas, and/or to facilitate loading the modular causeway systems on the carrier. Parts vulnerable to damage and pilferage and projecting parts whose removal will accomplish reduction in cube, shall be removed and stored. Items that are removed, shall be preserved, packaged, and secured on the vehicle in a manner to prevent movement and damage during shipment and storage. Parts removed from the modular causeway systems shall be match-marked, when necessary, to facilitate re-assembly.

#### D.2 DOCUMENTS, RECORDS AND FORMS

All technical manuals, lube orders, etc.. shall be sealed inside a waterproof bag. The DD Form 250 and one copy of DA Form 2258 shall be sealed inside a separate waterproof bag. Both documents shall be placed in a storage compartment prior to shipment to its final destination.

#### D.3 SPARE/REPAIR PARTS

Secondary reparable items entering the military distribution system for store, stock, and issue shall be military preserved in accordance with MIL-STD-2073-1C, Level B packing (or Level A where Level B is not applicable) IAW procedures developed and approved under section C of this contract.

Secondary consumable items that are hazardous, sensitive, fragile, or require special packaging instructions as developed and approved under section C of this contract shall be military packaged and packed Level B (or Level A where Level B is not applicable).

All other secondary consumable items will be packaged and packed to meet ASTM D3951.

#### D.4 <u>SOFTWARE AND/OR TECHNICAL DATA</u>

Software and /or technical data developed under this contract shall arrival at destination without any damage to the item. Software and technical data shall be marked with the name and address of the consignee and consignor and shall include the contract number.

#### D.5 MARKING

Spare/repair parts. Marking shall be in accordance with MIL-STD-129 for all shipments entering the military distribution system.

Bar coding in accordance with AIM BC 1 is required as specified MIL-STD-129 for all stock entering the military distribution system.

Modular causeway systems. Marking for CONUS shipments: Include consignee and consignor Any special markings will be provided by the contracting officer for the specific delivery order. For OCONUS shipments each modular causeway system will contain a placard that contains the following information: Address markings, Identification Markings, & contract data markings in accordance with MIL-STD-129. Not withstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air and water terminals to destination outside the USA will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), and MIL-STD-129. The contractor agrees to use Government-supplied DD Form 1387-1(Military Shipping Labels) or DD Form 1387-1(Military Shipping Tags) for such shipments, appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by contracting officer. The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS-SHIPMENTS TO DOD AIR AND WATER TERMINAL TRANS-SHIPMENT POINTS.

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SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIESFIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-3	FIRST ARTICLE APPROVALCONTRACTOR TESTING (ALTERNATE I (JAN 1997)	SEP/1989
		AND ALTERNATE II (SEP 1989))	

- (a) The Contractor shall test each individual system (RRDF, CF, FC, WT), once ordered, in accordance with Purchase Description 2280, dated 18 July 2000, paragraph 4.3.2. At least 15 calendar days before the beginning of each individual first article test, the Contractor shall notify the PCO, in writing, of the time and location of the testing so that the Government may witness the tests. Upon successful completion of the tests specified for each individual system, first article test approval shall be granted for the individual system. First article test planning shall be based upon the RRDF system being ordered and delivered first.
- (b) The Contractor shall submit the initial systems' (RRDF and WT) first article test reports within 300 calendar days from the date of this contract or, if the DESIRED DELIVERY SCHEDULE clause is in section F, as specified in that clause, or as otherwise proposed by the contractor and accepted by the Government, to the PCO, copy furnished the ACO, marked FIRST ARTICLE TEST REPORT: Contract No. \_\_\_\_\_\_\_; Contract Line Item Number \_\_\_\_\_.

  First article test reports for subsequent systems (CF and FC) are due 30 days prior to the hardware delivery date. Within 30 calendar days after the individual system's FAT report, the PCO shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.
- (e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.
- (h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.
  - (i) The Contractor shall produce both the first article and the production quantity at the same facility.

    (End of clause)

#### TACOM ADDENDUM:

For purposes of this contract, interpret Paragraph (g) above to mean that the PCO hereby authorizes you to purchase <u>all</u> material and components necessary to produce the production quantity.

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**CONTINUATION SHEET** 

E-452 209-4000 NOTICES REGARDING FIRST ARTICLE TEST REQUIREMENT FEB/1998

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- (a) The approved First Article item(s), as described elsewhere in Section C or E of this contract, WILL NOT be consumed or destroyed in testing. (Where the approved First Article quantity will be consumed or destroyed in testing, it shall not be delivered as part of the contractually required quantity as set forth in the Schedule. The cost of the supplies so consumed or destroyed shall be included in the overall offer or contract price.)
- (b) The approved First Article item(s) WILL serve as a manufacturing standard. (If the approved First Article quantity will serve as a manufacturing standard, it may be delivered as part of the contractual quantity with the last scheduled shipment as provided in Section B or F of the contract.)

E-5 52.246-4024 SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS

APR/2000

- (TACOM)
- (a) GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract or order, under the following conditions:
  - (1) You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:
- (2) You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item you will be furnishing us meets the contract requirements.
  - (b) HOW TO SUBMIT A TEST-DELETION REQUEST.
- (1) BEFORE CONTRACT AWARD Submit your request along with your offer in response to our solicitation. Make sure that your offer includes an alternate price (that reflects how your offered price would change if we approve your request to delete the specified tests). If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in the Schedule. No adjustments will be made to the price after
- (2) AFTER CONTRACT AWARD Send your request to the buyer identified on the face page of the contract within 45 days after contract award.
  - (3) ALL REQUESTS MUST -
    - -- identify the test(s) you want deleted;
    - -- state the basis for your request;
    - -- include a list of configuration changes made;
    - -- demonstrate that you meet the conditions in paragraph (a)(1) or (a)(2) of this clause; and
    - -- include an alternate price per paragraph (b)(1) above, if you make your request prior to award; or
    - -- include proposed amount of equitable adjustment, if you make your request after award.
- (c) SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with such data if we ask for a copy.
- (d) CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price. Any such negotiation will be conducted using the rules given in the CHANGES--FIXED PRICE clause, FAR 52.243-1.

52.246-4028 E-6 (TACOM)

INSPECTION POINT: ORIGIN

FEB/1994

Inspection Point: ORIGIN

We will inspect the supplies as described elsewhere in this solicitation/contract and before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:\_\_ (Address) (City) (Zip) (County) (State)

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Name of Offeror or Contractor
-------------------------------

(Na	me)				
(Address)	(City)	(County)	(State)	(Zip)	

E-7 52.246-4029

ACCEPTANCE POINT: ORIGIN

FEB/1998

(TACOM)

Acceptance Point: ORIGIN

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT. When F.O.B. is destination and once we accept title to the supplies, we'll allow payment as long as you supply the proper evidence of shipment with the invoice. (See the Section F clause, FAR 52.247-48 - F.O.B. DESTINATION - EVIDENCE OF SHIPMENT and the Section E clause, FAR 52.246-16 - RESPONSIBILITY FOR SUPPLIES.).

\*\*\*

52.246-4048

DRAWINGS FOR INSPECTION

NOV/1982

(TACOM)

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

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#### E.9 Quality System Requirements

- E.9.1 Higher-level Contract Requirements: U.S. Army Tank Automotive and Armaments Command (TACOM) Quality System Requirement: New Design, Design Control, Complex or Critical Item:
- E.9.2 The Contractor shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services furnished under this contract. The contractors quality system shall achieve 1) defect prevention and 2) process control, providing adequate quality controls throughout all areas of contract performance.
- E.9.3 The contractors quality system may be based on 1) International Quality Standards such as International Standards Organization (ISO) 9001, 2) Commercial or 3) National Quality Standards. Note: Systems such as ISO-9002 or comparable systems are unacceptable for this procurement. The contractor must represent that the contractor performance under this contract will be in accordance with the quality system, which is in compliance with:
- ( ) ISO 9001
- ( ) Commercial Quality Standard QS 9000
- ( ) American National Standards Institute (ANSI) and American Society of Quality Control (ASQC) ANSI/ASQ Q 9001 series

NOTE: Upon Contract award, the quality system description becomes part of the Contract.

- E9.4 Certification of compliance for the quality system identified above, by an independent standards organization or auditor, is not required under this contract. However, the contractor may attach a copy of such certification with the offer in response to the solicitation, as proof of system compliance. At any point during contract performance, the government has the right to review the system to assess its effectiveness.
- E.10 Government Furnished Property (GFP)

The contractor shall inspect all GFP to insure receipt of the property is in the correct quantities and functional. Receipt inspection and records of examinations and test performed by the contractor shall be kept complete and readily available to the government during contract performance. Upon discovery of defective GFP, the contractor shall document the results of inspections, notify the Government Quality Assurance Representative (QAR) to verify defective GFP and shall furnish a Quality Deficiency Report (QDR), SF368 to the ACO and PCO describing the discrepancy, quantity of GFP affected and recommendation of disposition. A Supply Deficiency Report (SDR), also known as Report of Shipping and Packaging Discrepancies (ROD), will be

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completed only when the discrepancy is transportation related.

\*\*\* END OF NARRATIVE E001 \*\*\*

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SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS SHIPMENTS TO DOD AIR OR	APR/1984
		WATER TERMINAL TRANSSHIPMENT POINTS	
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGINCARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.242-4000	REQUIRED DELIVERY SCHEDULE	FEB/1998
	(TACOM)		

- (a) Our <u>required</u> delivery schedule is below.
- (b) Please refer to the Section L provision entitled either INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION or CONTRACT

  AWARD. It says, in part, that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Contracting Officer will mail or otherwise furnish the successful offeror the award or notice of award no later than the day the award is dated. Compute the time available for performance beginning with the actual date of award, NOT the date you receive written notice from the Contracting Officer through the ordinary mail.
  - (c) You can accelerate delivery: after First Article approval, with Procuring Contracting Officer approval.
  - (d) See Section B (the Schedule) for more information about delivery, including:
    - -- Military Standard Requisition and Issue Procedures (MILSTRIP) document numbers,
    - -- Total quantity of deliverable items, and
    - -- Item destinations.

RRDF = Roll-on/Roll-off Discharge Facility

CF = Causeway Ferry

FC = Floating Causeway

WT = Warping Tug

(e)

CFBE = Combination Ferry Beach End

SYSTEM	CLIN	DAYS AFTER CONTRACT/DELIVERY ORDER AWARD
RRDF	0011	420
Future RRDF Order	0012-0013	300
RRDF FAT	0014	300
CF FAT	0024	60
FC	0031	390
FC FAT	0034	360
WT (Note 2)	0041	90
WT FAT (Note 2)	0044	60
LEFT END RAKE (Note 1)	0051	30
RIGHT END RAKE (Note 1)	0061	30
CENTER END RAKE (Note 1	0071	30
CENTER MODULE (Note 1)	0081	30
CFBE (Note 1)	0091	30

REQUIRED DELIVERY SCHEDULE

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requirements.

Note 2 - An order for WT(s) may be in support of a RRDF or FC. In the event that this situation occurs, the delivery order for the WT will reflect the delivery schedule of the RRDF or FC and paragraphs f and g below will not be applicable for the WT portion of the delivery order.

- (f) In the event that more than one system is placed on a single delivery order, the delivery requirements stated above in paragraph (e) shall be utilized in a heel-to-toe manner except as noted in paragraph e above. For example, an order for a FC and a CF would result in deliveries of 390 and 480 days after award, respectively.
- (g) Except as noted in paragraph e above, the delivery schedule of any new order placed, where there is an undelivered order, shall fall on the heels of that undelivered order. For example, a delivery order is scheduled to be completed 100 days after the award of a second delivery order. A FC on the second delivery order would be scheduled for delivery 490 days after award (100 days until the completion of the first order plus 390 days production) specified in paragraph (e) above.

\* \* \*

F-9 52.242-4002

ACCELERATED DELIVERY SCHEDULE FOR FIRST ARTICLE WAIVER

FEB/1998

(TACOM)

- (a) All offerors are required to submit offers conforming to the delivery schedule as set forth in the clause of this Section F entitled REQUIRED DELIVERY SCHEDULE.
- (b) However, if the successful offeror is granted a waiver of the First Article Test requirement contained elsewhere in this contract (see Section E), the delivery schedule set forth below shall replace the schedule set forth in the clause entitled REQUIRED DELIVERY SCHEDULE, and shall become the delivery schedule required in the resulting contract.
- (c) If the successful offeror does not obtain waiver of the First Article Test requirement, the delivery schedule cited in the clause entitled REQUIRED DELIVERY SCHEDULE shall apply, and this clause shall be deleted from the resulting contract.
- d. See the Section M provision entitled EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT for a description of the factors to be used in the Government's evaluation of accelerated delivery schedules.

#### REQUIRED DELIVERY SCHEDULE IF FIRST ARTICLE TESTING IS WAIVED

Roll-On/Roll-Off Discharge Facility (RRDF): 330 days after contract/delivery order award Causeway Ferry (CF): 90 days after contract/delivery order award Floating Causeway (FC): 390 days after contract/delivery order award Warping Tug (WT): 90 days after contract/delivery order award

\*\*\*

F-10

2.211-16 VARIATION IN QUANTITY

APR/1984

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

(End of clause)

F-11

52.247-65

ZERO percent decrease.

F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS

JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable

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freight charges.

- (b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.
- (c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.
- (d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.
  - (e) Loss and damage claims will be processed by the Government. (End of clause)
- F-12 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT OCT/1994
  - (a) Unless otherwise directed, shipment items under this contract in following order of priority:
    - (1) Government Bill(s) of Lading or US Postal Services;
    - (2) Commercial Bill(s) of Lading converted to Government Bill(s) of Lading at destination;
    - (3) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
    - (4) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
  - (b) The Contractor will request:
    - (1) Government Bills of Lading and
- (2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or
- (3) Authorization to ship Commercial Bills of Lading to be converted to Government Bills of Lading at destination from the transportation office, administering DCMC, ten days before the materiel is ready for shipment. The Contractor must prepare and address the forms as directed by the Administrative Contracting Officer (ACO) or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

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F-13	Rail/	52.247-4017 (TACOM) MILSTRIP	DEPOT ADDRESS FOR THE A ADDRESSES	PPLICABLE MODE OF SHIPMENT	S: IN-THE-CLEAR APR/2000	
	Motor	Address	Rail	Motor	Parcel Post	
SPLC*	Code	Ship ?	<u>Shi</u>	p To:	Mail To:	
206721,		W25G1U		Transportation Offic	cer	Trans
portatio	on Office 209405	r	Transportation Officer	Defense Dist Depot	Defense Dist Depot	Defen
se Dist	Depot					
			Susquehanna	Susquehanna	Susquehanna	
			New Cumberland, PA	New Cumberland, PA	New Cumberland, PA 17070-5001	
	875670	/	W62G2T	Transportation Office	er	Trans
portatio	n Office		Transportation Officer			
<u>.</u>	875675			Dist Depot San Joaqui	n	Dist
Depot Sa	an Joaqui	n	Dist Depot San Joaquin			
			French Camp, CA	French Camp, CA	P O Box 96001	
					Stockton, CA 95296-0130	

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471995/	W31G1Z		Transportation Officer		Tran
portation Officer		ation Officer	Transportation officer		11 011
471996	Transpord	0111001	Anniston Army Depot,	Anniston Army Dep	oot, Anni
ton Army Depot,			1 1111,		,
	Bynum, AL		Bynum, AL	Anniston, AL 362	01-5021
209741/	W25G1R		Transportation Officer		Tran
portation Officer	Transport	ation Officer			
209770			Letterkenny Army Depot,		Lett
rkenny Army Depot,		ny Army Depot,			
	Culbertso	n, PA	Chambersburg, PA	Chambersburg, PA	17201-4150
661136/	W45G19		Transportation Officer		Tran
portation Officer	Transport	ation Officer			
661157			Red River Army Depot,	Red River Army De	epot, Red
River Army Depot,					
	Defense,	TX	Texarkana, TX	Texarkana, TX 75	507-5000
764538/	W67G23		Transportation Officer		Tran
portation Officer	Transport	ation Officer			
764535			Tooele Army Depot,	Tooele Army Depot	Tooe
e Army Depot,					

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

Warner, UT

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

Tooele, UT

Tooele, UT 84074-5003

New Cumberland Army Depot

Red River Army Depot

Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

<sup>\*\*\*</sup>SPLC indicates  $\underline{S}$ tandard  $\underline{P}$ oint  $\underline{L}$ ocator  $\underline{C}$ ode.

between Government agencies shall be transmitted electronically.

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SECTION	G	-	CONTRACT	ADMINISTRATION	DA.I.A

			Regulatory Cite					Title			Date	
G-1			52.204-7008 (TACOM)	MANDATORY	USE (	F GOVERNMENT	TO	GOVERNMENT	ELECTRONIC	COMMUNICATION	JUN/1999	
	(a)	All	references in th	e contract	to th	ne submission	of	written do	cumentation	shall mean electron	ic submission.	This

includes Government to Government data not covered by the Government's Defense Contract Management Command ALERTS Program.

See Section I, clause 52.204-7009, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

(c) Unless exempted by the Procuring Contracting Officer in writing, all written communication after contract award

(End of clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	52.232-16	PROGRESS PAYMENTS (ALTERNATE I dated Mar 2000)	MAR/2000
H-2	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-5	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-6	252.225-7009	DUTY-FREE-ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	MAR/1998
		COMPONENTS)	
H-7	252.225-7010	DUTY-FREE ENTRYADDITIONAL PROVISIONS	MAR/1998
H-8	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-9	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-10	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-11	252.232-7004	DOD PROGRESS PAYMENT RATES	FEB/1996
H-12	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-13	252.246-7001	WARRANTY OF DATA	DEC/1991
H-14	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
H-15	52.216-18	ORDERING	OCT/1995

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through one year after contract, unless option periods are exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered <u>issued</u> when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

  (End of clause)

H-16 52.216-19 ORDER LIMITATIONS

CT/1995

- (a) <u>Minimum order</u>. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
  - (b) Maximum order. The Contractor is not obligated to honor--
    - (1) Any order for a single item in excess of:

Roll-On/Roll-Off Discharge Facility (RRDF), 2 each
Causeway Ferry (CF), 2 each
Floating Causeway (FC), 2 each
Warping Tug (WT), 4 each
Left End Rake Module, 28 each
Right End Rake Module, 28 each
Center End Rake Module, 28 each
Center Module, 42 each
Causeway Ferry Beach End Module, 18 each

- (2) Any order for a combination of items (RRDF, CF, FC, WT) in excess of 6.
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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### Name of Offeror or Contractor:

H-17 52.216-21 REQUIREMENTS

OCT/1995

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as <u>estimated</u> or <u>maximum</u> in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 3 1/2 years after contract award.

(End of clause)

H-18 52.217-4002 OPTIONS FOR ADDITIONAL QUANTITIES AND FOR EXTENSION IN CONTRACT TERM - JAN/1997

(TACOM) SEPARATELY PRICED LINE ITEM

- (a) The Government reserves the right to extend the effective period of the contract for as many as two one-year increments. Each option, if exercised, will extend the contract's effective period for one year. These options are successive, and the second option period cannot be exercised unless the first option period is exercised. The government is under no obligation to exercise any option period extension.
- (b) The first option period may be exercised by the Government at any time, but not later than the Roll-On/Roll-Off Discharge Facility final first article approval plus 364 days.
- (c) The second option period may be exercised by the Government at any time after the first option has been exercised, but not later than final first article approval plus 728 days after the date of contract award.

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H-19 52.242-4020 REQUIRED VERIFICATION OF DESTINATIONS (TACOM)

FEB/1985

The Contractor will verify destinations set forth in this contract at the time Government Bills of Lading or Commercial Bills or Lading are requested, or at the time that Commercial Bills of Lading are issued. Verification will be requested through the Administrative Contracting Officer (ACO) to the US Army Tank-automotive and Armaments Command, Attn: AMSTA-LC-CJEB, Warren, MI 48397-5000.

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H-20 52.204-4005 REQUIRED USE OF ELECTRONIC COMMERCE (TACOM)

MAY/2000

- a. All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI).
- b. In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr2000.com . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

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c. Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards\_official.htm Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm Red River Army Depot: http://www.redriver.army.mil/contracting/Awards

Anniston Army Depot: http://www.anadprocnet.army.mil

- d. Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- 1. You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- 2. You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
  - e. Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7059.

(end of clause)

H-21 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250

APR/2000

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods, which are listed in descending order of preference:
  - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:
  - (810) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet; and
- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
  - (c) Submit each DD 250 separately.

[end of clause]

### H.22 <u>Partnering</u>

- a. In an effort to most effectively accomplish the objectives of this program, the Government proposes to participate in a concept called "Partnering" with the Contractor.
- b. Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between Government and Industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.
- c. After contract award, the Government and the successful offeror will decide whether or not to engage in the Partnering process and to what extent. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the

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**CONTINUATION SHEET** 

Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

- d. The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.
- e. This effort will be bilateral in make-up and any costs associated with this process shall be identified and agreed to after contract award. Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide, "Partnering for Success", which can be located on the AMC Home Page (http://www.amc.army.mil/amc/command\_counsel/partnering.html).

\*\*\* END OF NARRATIVE H001 \*\*\*

#### CONTRACTOR RESPONSIBILITY FOR AR 700-142 MATERIAL RELEASE COMPLIANCE

- a. Contractors need to be aware that TACOM must meet the requirements of AR 700-142 and obtain formal "Material Release" prior to introducing a new item for use by active Army units, and that the end item required hereunder qualifies as a "new item". In addition to the actual test items provided by contractors to demonstrate operational performance, there are significant information requirements as called out in this contract that are needed to support the AR 700-142 Material Release. Contractors should familiarize themselves with the relationship between the information requirements of the contract and the requirements for a material release. A significant, critical part of the support for the material release is based on data and information provided under this contract.
- b. Contractors play a crucial role in a successful material release by providing accurate and timely data and information allowing TACOM to prepare a material release package that will satisfy the detailed requirements of AR 700-142. The Government has allowed sufficient time in the contract delivery schedule for the preparation and acceptance of the data and documents required to obtain a full material release prior to fielding of the equipment.
- c. Failure to provide accurate and timely data as required by the contract causes the Army significant harm, both operationally and financially. Failure to provide the needed capability damages the Army's ability to perform its mission, and causes financial loss because of disrupted training schedules and storage costs due to inability to field.
- d. The Contractor is hereby advised that failure to provide timely and accurate information and hardware as required by the contract which is necessary for the material release process may be cause for refusal of acceptance of hardware end items required hereunder. The Government will assume no liability for any costs associated with such refusal. Acceptance of hardware end items may not proceed until the contractor fully complies with all data requirements under the contract necessary to complete a full AR 700-142 Material Release. Furthermore, any contractually authorized or other delay in delivery of data and information will be accompanied by a corresponding delay, at the Government's option, in delivery of hardware items, such that the interval between the delivery of data and information and the hardware end item is maintained as originally written.
- e. Finally, failure to deliver information and data as required hereunder will trigger withholding under the "Limitation on Withholding of Payments" clause (FAR 52.232-9) in the amount of \$250,000 for each deliverable not accepted per the contract.

\*\*\* END OF NARRATIVE H002 \*\*\*

### H.24 DISCOUNT ORDERING PROVISION

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- a. The intent of this clause is to provide a means to allow the Government to benefit from cost savings that may be gained from volume discounts resulting from multiple orders within a short period of time.
- b. In the event that any combination of more than one sytem (RRDF, CF, FC or WT) is awarded on the same day, this discount ordering provision shall apply. The unit price of each system in Section B shall be adjusted to reflect a discounted price. The discount price is determined by applying the percentages listed below (ADJUSTMENT CHART) to the prices stated in Section B of the basic contract for the ordering period.

For example, Section B unit prices of \$100 (RRDF) and \$200 (CF) discounted by 2% would result in discounted prices of \$98 (RRDF) and \$196 (CF).

ADJUSTMENT CHART

RRDFs	9	Discount

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Name of Offeror or Contractor:			-
RRDF and CF		% Discount	
RRDF and FC		% Discount	
RRDF and WT		% Discount	
2 CFs		% Discount	
CF and FC		% Discount	
CF and WT		% Discount	
2 FCs		% Discount	
FC and WT		% Discount	
2 WTs		% Discount	
3 WTs		% Discount	
4 WTs		% Discount	

Any blank, unspecified or incomplete entry on the chart will be assumed to be zero.

c. In the event that 3 or more systems are subject to an adjustment under this clause (other than the 3 or 4 WTs listed above), the discount percentage associated with the two most expensive systems, based upon the prices stated in Section B of the basic contract for the ordering period, will be applied to all the systems.

\*\*\* END OF NARRATIVE H003 \*\*\*

### H.25 Warranty

The contractor shall identify and pass through to the Government any commercial warranty for the components/parts/modules/sections of the modular causeway systems. The contractor shall act as the single point of contact for the user with regard to these warranties and shall maintain a database of warranty transactions.

\*\*\* END OF NARRATIVE H004 \*\*\*

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### Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

(End of clause)

	Regulatory Cite	Title	Date
I-1		*** THIS REFERENCE (IF0011) IS NO LONGER VALID ***	
I-2	52.202-1	DEFINITIONS	OCT/1995
I-3	52.203-3	GRATUITIES	APR/1984
I-4	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-6	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-7	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR	JAN/1997
		IMPROPER ACTIVITY	
I-8	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN/1996
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH	JUL/1995
		CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	
I-12	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATAMODIFICATIONS	OCT/1997
I-17	52.215-13	SUBCONTRACTOR COST OR PRICING DATA MODIFICATIONS	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-20	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/1999
I-21	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-25	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR/1984
I-26	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM	JAN/1999
		ERA	
I-29	52.223-6	DRUG FREE WORKPLACE	JAN/1997
I-30	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/1996
I-31	52.225-10	DUTY-FREE ENTRY	APR/1984
I-32	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-33	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-34	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-35	52.229-5	TAXESCONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-36	52.232-1	PAYMENTS	APR/1984
I-37	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-38	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-39	52.232-11	EXTRAS	APR/1984
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-42	52.232-25	PROMPT PAYMENT	JUN/1997
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-44	52.233-1	DISPUTES	DEC/1998
I-45	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-46	52.242-10	F.O.B. ORIGINGOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-47	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-48	52.242-13	BANKRUPTCY	JUL/1995
I-49	52.243-1	CHANGESFIXED-PRICE	AUG/1987
I-50	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-51	52.244-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS)	OCT/1997
I-52	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)	DEC/1989
I-53	52.246-24	LIMITATION OF LIABILITYHIGH-VALUE ITEMS	FEB/1997

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I-54	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in	APR/1984
		paragraph (a) of the clause applies in this contract. The agency	
		name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE &	
		ARMAMENTS COMMAND	
I-55	52.247-63	PREFERENCE FOR U.SFLAG AIR CARRIERS	JAN/1997
I-56	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-57	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-58	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-59	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT- RELATED FELONIES	MAR/1999
I-60	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-61	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
		THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-62	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998
		GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal	
		Register 27 Mar 98	
I-63	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	MAR/1999
I-64	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-65	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/1999
I-66	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-67	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	AUG/1998
I-68	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF	FEB/2000
		CHINA	
I-69	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-70	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAR/1998
I-71	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-72	252.227-7013	RIGHTS IN TECHNICAL DATANONCOMMERCIAL ITEMS	NOV/1995
I-73	252.227-7015	TECHNICAL DATA - COMMERCIAL ITEMS	NOV/1995
I-74	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-75	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-76	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED	JUN/1995
1-70	232.227-7023	INFORMATION MARKED WITH RESTRICTIVE LEGENDS	00N/1993
I-77	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-78	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	AUG/1992
I-79	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-80	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-81	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-82	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD	FEB/1997
		CONTRACTS)	
I-83	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-84	52.225-8	DUTY-FREE ENTRY	FEB/2000

- (a) Definition. "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.
- (b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.
- (c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:
  - (1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$10,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the--
    - (i) Foreign supplies;
    - (ii) Estimated amount of duty; and
    - (iii) Country of origin.
    - (2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.
    - (3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.
- (d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if--

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### Name of Offeror or Contractor:

- (1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and
- (2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.
- (e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.
- (f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.
- (g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the--
  - (1) Delivery address of the Contractor (or contracting agency, if appropriate);
  - (2) Government prime contract number;
  - (3) Identification of carrier;
  - (4) Notation ``UNITED STATES GOVERNMENT, \_\_\_\_\_ [agency], \_\_\_\_\_ Duty-free entry to be claimed pursuant to Item No(s) \_\_\_\_\_ [from Tariff Schedules] \_\_\_\_\_, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify [cognizant contract administration office] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.'';
  - (5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and
  - (6) Estimated value in United States dollars.
- (h) The Contractor shall instruct the foreign supplier to--
  - (1) Consign the shipment as specified in paragraph (g) of this clause;
  - (2) Mark all packages with the words ``UNITED STATES GOVERNMENT'' and the title of the contracting agency; and
  - (3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.
- (i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the--
  - (1) Foreign supplies;
  - (2) Country of origin;
  - (3) Contract number; and
  - (4) Scheduled delivery date(s).
- (j) The Contractor shall include the substance of this clause in any subcontract if--
  - (1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or
  - (2) Other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

    (End of clause)

I-85 52.223-11 OZONE-DEPLETING SUBSTANCES

(a) Definition

Ozone-depleting substance, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

(End of clause)

I-86 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS OCT/1998

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
  - (1) 52.222-26, Equal Opportunity (E.O.11246);
  - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));
  - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I-87 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

I-88 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION

SEP/1999

- (a) Definitions. As used in this clause--
- (1) <u>Central Contractor Registration (CCR) database</u> means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) <u>Data Universal Numbering System (DUNS) number</u> means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) <u>Data Universal Numbering System +4 (DUNS+4) number</u> means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code

have been validated; and all edits have been successfully completed.

- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
  - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

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(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr2000.com .

(End of clause)

I-89 252.247-7023

TRANSPORTATION OF SUPPLIES BY SEA

NOV/1995

(a) Definitions.

As used in this clause--

- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
- (4) <u>Ocean transportation</u> means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
  - (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract.

  Requests shall contain at a minimum--
  - (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message

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### Name of Offeror or Contractor:

or letters will be sufficient for this purpose.

- (d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--
  - (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
  - (1) No ocean transportation was used in the performance of this contract;
  - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM CONTRACT

DESCRIPTION LINE ITEMS QUANTITY TOTAL

- (f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

(End of clause)

I-90 252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS

MAY/1994

Prepare Value Engineering Change Proposals, for submission pursuant to the VALUE ENGINEERING clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

(end of clause)

I-91 52.204-4009 (TACOM)

MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION

JUN/1999

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document (see Section K for commercial acquisitions, Section L for RFPs, and Section I for RFOs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

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- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

List of		Number		
Addenda	Title	Date	of Pages	Transmitted By
Attachment 001	PURCHASE DESCRIPTION ATPD 2280	18-JUL-00	058	

Exhibit A CONTRACT DATA REQUIREMENTS LIST (CDRL)
Exhibit B DATA ITEM DESCRIPTIONS (DIDS)
Exhibit C PAST PERFORMANCE QUESTIONNAIRE

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

		Regulatory Cite	Title	Date
K-1		252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-2		252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-3	(a)	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONSALTERNATE I (NOV 1999)	MAY/1999
		(1) -1 . 1 . 1 . 1		

- (1) The standard industrial classification (SIC) code for this acquisition is 3731.
- (2) The small business size standard is 1,000 .
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
  - (b) Representations.
    - (1) The offeror represents as part of its offer that it ( ) is,  $\qquad \qquad ( \ \ ) \text{ is not},$
- a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ( ) is,
  ( ) is not,
- a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  $(\ )$  is,  $(\ )$  is not,
- a women-owned small business concern.
- (4) [Complete only if offeror represented itself as [small business concern in paragraph (b)(1)] of this provision]. [The offeror represents, as [part of its offer, that--

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. Enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_\_\_. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

### (c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
  - (d) Notice.

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(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION K-4

APR/1985

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- (a) The offeror certifies that--
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
  - (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above \_ (INSERT FULL NAME OF PERSON(S) IN THE OFFEROR'S ORGANIZATION RESPONSIBLE FOR DETERMINING THE PRICES OFFERED IN THIS BID OR PROPOSAL, AND THE TITLE OF HIS OR HER POSITION IN THE OFFEROR'S ORGANIZATION);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K-5 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN APR/1991 FEDERAL TRANSACTIONS

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
  - (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after

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have income or place of

### Name of Offeror or Contractor:

December 23, 1989 that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K-6 52.204-3

TAXPAYER IDENTIFICATION

(a) Definitions.

[ ] Name and TIN of common parent:

Name:

<u>Common parent</u>, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).
[ ] TIN:
[ ] TIN has been applied for.
[ ] TIN is not required because:
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not
effectively connected with the conduct of a trade or business in the United States and does not have an office
business or a fiscal paying agent in the United States;
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
[ ] Sole proprietorship;
[ ] Partnership;
[ ] Corporate entity (not tax-exempt);
[ ] Corporate entity (tax-exempt);
[ ] Government entity (Federal, State, or local);
[ ] Foreign government;
[ ] International organization per 26 CFR 1.6049-4;
[ ] Other:
(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

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Name of Offeror or Contractor:	,I			-
TIN:				
IIN·				
	(End of provi	ision)		
		NG SYSTEM (DUNS) NUMBER		JUN/1999
(a) The offeror shall enter, in th followed by the DUNS number that identi				
nine-digit number assigned by Dun and B			y as scaced in the offer.	THE DONG HUMBEL IS a
(b) If the offeror does not have a	DUNS number, it	should contact Dun and Br	adstreet directly to obta	in one. A DUNS number
will be provided immediately by telepho				
if located within the United States, sh the following information:	ould call Dun and	d Bradstreet at 1-800-333-	USUS. The offeror should	be prepared to provide
the following information.				
(1) Company name.				
(2) Company address.				
(3) Company telephone number.				
(4) Line of business.	nagar			
<ul><li>(5) Chief executive officer/key ma</li><li>(6) Date the company was started.</li></ul>	.nager.			
(7) Number of people employed by t	he company.			
(8) Company affiliation.				
(c) Offerors located outside the U Information Services office from the In a local service center, it may send an	nternet home page e-mail to Dun and	at http://www.customerser	vices@dnb.com. If an offe	
	(2110 01	P10/1B10H/		
K-8 52.207-4 ECONOM  (a) Offerors are invited to state	MIC PURCHASE QUANT		of supplies on which hids	AUG/1987
quotations are requested in this solici				proposars, or
(b) Each offeror who believes tha	at acquisitions in	n different quantities wou	ild he more advantageous i	s invited to recommend
an economic purchase quantity. If diff				
items. An economic purchase quantity i	s that quantity a	at which a significant pri	ce break occurs. If ther	e are significant price
breaks at different quantity points, th	is information is	s desired as well.		
	OFFEDOR DI	ECOMMENDATIONS		
	OFFEROR RE	COMMENDATIONS		
ITEM	QUANTITY	PRICE QUOTATION	TOTAL	

CONTIN	TIATION	CITETE
CONTIN	UALIUN	SHEEL

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### Name of Offeror or Contractor:

to assist right to a	the Government in d	quested in this provision is being solicited to avoid acquisitions in disadvanta leveloping a data base for future acquisitions of these items. However, the Gov solicitation and resolicit with respect to any individual item in the event quo s indicate that different quantities should be acquired. (End of provision)	rernment reserves the
K-9	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	IAR/1996
(a)(1	) The Offeror cert	ifies, to the best of its knowledge and belief, that	
	(i) The Offeror an	nd/or any of its Principals	
	(A)( ) are ( ) are not		
Federal ag		parred, suspended, proposed for debarment, or declared ineligible for the award	of contracts by any
	(B)( ) have ( ) have no	pt,	
(Federal, offers; or	mission of fraud or state or local) con	ee-year period preceding this offer, been convicted of or had a civil judgment r a criminal offense in connection with obtaining, attempting to obtain, or perf stract or subcontract; violation of Federal or state antitrust statutes relating ezzlement, theft, forgery, bribery, falsification or destruction of records, make then property; and	orming a public to the submission of
	(C)( ) are ( ) are not		
any of the	= =	dicted for, or otherwise criminally or civilly charged by a governmental entity $d$ in subdivision $(a)(1)(i)(B)$ of this provision.	with, commission of
	(ii) The Offeror		
	( ) has ( ) has not,		
agency.	within a three-yea	er period preceding this offer, had one or more contracts terminated for default	by any Federal
having pri	mary management or	or the purposes of this certification, means officers; directors; owners; partners supervisory responsibilities within a business entity (e.g., general manager; pasiness segment, and similar positions).	
THIS CERTI	FICATION CONCERNS A	MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING	OF A FALSE,

FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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١	ame	of	Offero	r or (	ិការ	tractors

(e) The certification in paragraph (a) of this provision is placed when making award. If it is later determined that the Off- to other remedies available to the Government, the Contracting Of solicitation for default.	eror knowingly rendered an erroneous	certification, in addition
(End of provision	1)	
K-10 52.215-4 TYPE OF BUSINESS ORGANIZATION		OCT/1997
The offeror or respondent, by checking the applicable box, represent	ents that	
(a) It operates as		
( ) an individual,		
( ) a partnership,		
( ) a nonprofit organization,		
( ) a joint venture, or		
( ) a corporation, incorporated under the laws of	the State of	<del></del>
(b) If the offeror or respondent is a foreign entity, it op	erates as	
( ) an individual		
( ) a partnership		
( ) a nonprofit organization		
( ) a joint venture, or		
( ) a corporation, registered for business in (co		-•
(End of provision	ι)	
K-11 52.215-6 PLACE OF PERFORMANCE		OCT/1997
(a) The offeror or respondent, in the performance of any co	ntract resulting from this solicitati	lon,
( ) intends		
( ) does not intend		
(Check applicable block)		
to use one or more plants or facilities located at a different add in this proposal or response to request for information.	dress from the address of the offeror	or respondent as indicated
(b) If the offeror or respondent checks <u>intends</u> in paragraph required information:	h (a) of this provision, it shall ins	sert in following spaces the
Place of Performance (Street	Name and Address of Owner and	
Address, City, County, State,	Operator of the Plant or Facility	11
ZIP code)	Other than Offeror or Respondent.	
(End of provision	1)	

PERSONS AUTHORIZED TO NEGOTIATE

connection with this request for proposals or request for information:

AUTHORIZED NEGOTIATORS

52.215-4010

(TACOM)

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NAME TITLE TELEPHONE NUMBER

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in

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me of Offeror or Contractor:			•

52 222-21

FEB/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(End of provision)

PROHIBITION OF SEGREGATED FACILITIES

- (b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of provision)

K-14 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999
The offeror represents that--

(a) It ( ) has ( ) has not

K-13

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

(b) It ( ) has ( ) has not

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K-15 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

(a) It ( ) has developed and has on file,

( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K-16 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/1996

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
  - (b) By signing this offer, certifies that--
    - (1) As the owner operator of facilities that will be used in the performance of this contract that are subject

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to the filing and reporting requirements described in section 313 of Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Note: the offeror must check each block that is applicable) (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c); () (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A); ( ) (iii) The facility does not meet the reporting threshold of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA); ( ) (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or \_\_(\_) (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction. (End of provision) K-17 52.247-53 FREIGHT CLASSIFICATION DESCRIPTION APR / 1984 Offerors are requested to indicate below the full Uniform Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any F.O.B. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below. FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR DESCRIBES THIS COMMODITY AS:

K-18 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE

SEP/1999

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(End of provision)

- (b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.
- (c) Certifications.
  - (1) The Offeror certifies that-
    - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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(2) The Offeror certifies that the fol	lowing end products are qual	lifying countr	y end products:	
Qualifying Country End Products Origin	Line	e Item Number		Country of
(List only qualifying country end products.	)			
(3) The Offeror certifies that the fo	ollowing end products are nor	nqualifying co	untry end products	:
Nonqualifying Country End Products Origin (If known)	Lir	ne Item Number		Country of
	(End of provision)			
K-19 252.225-7003 INFORMATION (a) Does the offeror propose to f	ON FOR DUTY-FREE ENTRY EVALUA Furnish-	ATION		MAR/1998
(1) A domestic end product w	with nonqualifying country co	omponents for	which the offeror	requests duty-free entry; o
(2) A foreign end product co which duty-free entry is to be accorded pur Components) clause or, if applicable, the D		vQualifying	Country Supplies (	End Products and
Yes ( )	No ( )			
(b) If the answer in paragraph (a	a) is yes, answer the following	ing questions:		
(1) Are such foreign supplie	es now in the United States?			
Yes ( )	No ( )			
(2) Has the duty on such for	reign supplies been paid?			
Yes ( )	No ( )			
(3) If the answer to paragra	aph (b)(2) is no, what amount	: is included	in the offer to co	ver such duty?

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

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252.247-7022	REPRESENTATION OF EXTI			AUG/1992
of supplies by sea is anticipory Sea clause of this solicit	ated under the resultant o			ision whether transportation Transportation of Supplies
(b) <u>Representation</u> . The	e Offeror represents that	it		
( ) Does anticipa resulting from this solicitat	te that supplies will be tion.	transported by sea in	the performance of any c	ontract or subcontract
( ) Does not anti-		be transported by se	a in the performance of a	ny contract or subcontract
(c) Any contract result Offeror represents that it wi clause at 252.247-7024, Notif	ication of Transportation	tation, the resulting	= ==	=
52.204-4007 (TACOM)	OFFEROR'S DATAFAX NUMI		AND CAGE CODE	MAY/2000
(a) If you have a data	fax number, please provide	e it below.		
solicitations, please provide	the complete e-mail addre	Entity) code below.	If you don't have a CAGE	
	(end of clause	e)		
(TACOM)  (a) Offers in response on the accompanying Technical and specifications in the TDP the contract item under a par	Data Package (TDP). Any will not be considered for	to be made on the con offer made on an ite or contract award. H	m that does not exactly convever, if the offeror ma	nufactures or regularly sell
or specification information				
Contract Line Item Number (		Part number	Drawing/Specificat: Rev	ion Date and vision No.

(b) By inserting the information requested above, offeror certifies that the offered part number conforms in all respects

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to the specifications, drawings, and requirements herein cited or incorporated by reference.

(c) If no part number information is inserted above by offeror, it is understood and agreed that offeror will supply only the part number called out in the Schedule, and that such part has no other code or designation for purpose of offeror's commercial sales.

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K-23 52.223-4002

USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)

DEC/1993

(TACOM)

- (a) Definitions.
- (1) <u>Class I Ozone-Depleting Substances (CIODS)</u> refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as amended by a final EPA ruling in the December 10, 1993 issue of the Federal Register. The listing is reproduced below:
  - a. chlorofluorocarbon-11 (CFC-11)
  - b. chlorofluorocarbon-12 (CFC-12)
  - c. chlorofluorocarbon-13 (CFC-13)
  - d. chlorofluorocarbon-111 (CFC-111)
  - e. chlorofluorocarbon-112 (CFC-112)
  - f. chlorofluorocarbon-113 (CFC-113)
  - g. chlorofluorocarbon-114 (CFC-114)
  - h. chlorofluorocarbon-115 (CFC-115)
  - i. chlorofluorocarbon-211 (CFC-211)
  - j. chlorofluorocarbon-212 (CFC-212)
  - k. chlorofluorocarbon-213 (CFC-213)
  - 1. chlorofluorocarbon-214 (CFC-214)
  - m. chlorofluorocarbon-215 (CFC-215)
  - n. chlorofluorocarbon-216 (CFC-216)
  - o. chlorofluorocarbon-217 (CFC-217)
  - p. halon-1211
  - q. halon-1301
  - r. halon-2402
  - s. carbon tetrachloride
  - t. methyl chloroform
  - u. methyl bromide
  - v. hydrobromofluorocarbons (HBFCs)
- w. All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.
- (2) <u>Directly requires the use of CIODS</u> means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.
- (3) <u>Indirectly requires the use of CIODS</u> means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.
- (b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.
- (c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.
- (1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.
- (2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

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(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

( ) have ( ) have not

found any direct requirements to use any CIODS. (If <u>have</u> is checked above, offerors are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Substitute
Spec/Standard Required CIODS Available?

(2) Further, in our review of the specification or technical data package in this solicitation, we--

( ) have

( ) have not

found any indirect requirements to use any CIODS. (Offerors who check <u>have</u> above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute Available?	

(e) Offerors who check <u>have</u> in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked <u>have</u> in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled <u>without CIODS</u>, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

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Name of Offeror or Contractor:

The	${\tt offeror}$	r	er	r	esents	that	there:
		,					

( ) is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

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( ) will

( ) will not

( ) may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

(End of provision)

K-25 52.247-4011 F.O.B. POINT

SEP/1978

(TACOM)

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

 ?(1) Contractor's Plant:
 (City)
 (State)
 (ZIP)
 (County)

 ( 2) Subcontractor's Plant:
 (City)
 (State)
 (ZIP)
 (County)

K-26 52.247-4012 TRANSPORTATION DATA FOR F.O.B. ORIGIN OFFERS (SYSTEMS PROCUREMENT) NOV/1985

- (a) Offers in response to F.O.B. origin solicitations shall provide for delivery F.O.B. carrier's equipment, wharf or freight station, at the Government's option. On deliveries made on an F.O.B. origin basis, the Government will ship the contract items using that mode of common carrier and the type and size of equipment which will result in the lowest overall transportation cost.
- (b) Since F.O.B. origin shipment can be made utilizing a variety of modes and types of sizes of common carrier's equipment, OFFERORS MUST SUBMIT, as part of all offers on an F.O.B. origin basis, the following transportation characteristics on the chart contained in paragraph (e) of this provision:
  - (1) dimensions and weight of each contract unit of supply;
  - (2) F.O.B. point and name of carrier;
  - (3) type and size of carrier's equipment;
  - (4) maximum number of contract units that will be loaded on each type and size of carrier's equipment;
- (5) any additional loading charge, expressed on a per-unit basis, for loading contract units on the different types and sizes of carrier's equipment submitted to the Government (as used herein, <u>loading</u> means loading, blocking, bracing, drayage, switching and all other services necessary to obtain acceptance from the carrier for shipment F.O.B. carrier's equipment); and
- (6) any charge in addition to the unit prices to be paid the offeror for delivery F.O.B. wharf. Such charge shall be expressed on a per- unit basis.
  - (c) Preparation of TRANSPORTATION CHARACTERISTICS Chart in paragraph (e).
- (1) Offers must contain complete information, as set forth in paragraph (b) above, in connection with those modes, types and sizes of common carrier's equipment available to an offeror. Offerors are not required to submit transportation characteristics for those modes, types and sizes of common carrier's equipment that are not applicable or available to an offeror.
- (2) If no loading charge is submitted, it is agreed and understood that the contract price includes all charges for such loading.

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- (3) Offerors may offer any line item(s) described in the solicitation prepared for shipment in a manner approved under the specifications in this solicitation that will reduce cubic dimensions, such as removal of external protrusions (except bumpers), with stowage of same in basic vehicle so as to prevent pilferage, loss or damage in transit. Offeror shall set forth the reduced dimensions.
- (4) When applicable carrier's tariffs include services, either in the freight rate or as an extra charge for preparing vehicles for the methods of shipment, such provisions will be considered in the freight evaluation.
- (5) The transportation characteristics supplied by the offeror will be utilized by the Government for the following purposes:
- A. For use in evaluation of offers in order to determine which offer will produce the lowest overall cost to the Government to acquire and deliver the supplies to the destination specified in the Schedule. Therefore, offerors are advised to consider all modes and methods available to them for this commodity.
- B. For use at the time of shipment in selecting, without further price adjustment, the mode, type and size of common carrier's equipment to be used.

#### (d) Agreement.

- (1) The Government shall have the right to issue instructions to the successful offeror directing shipment in accordance with those transportation characteristics stated by the offeror in its offer. If delivered supplies exceed those transportation characteristics (dimensions and weight per unit) offered by the successful offeror, the contract price shall be reduced by an amount equal to the difference between the transportation costs computed for evaluation purposes based on offeror's dimensions and weight per unit, and the transportation costs that should have been used for bid (or proposal) evaluation purposes based on correct shipping data.
- (2) Where the Government issues instructions in accordance with the transportation characteristics stated by the successful offeror in its offer (for example rail, type and size of carrier's equipment, and number of units to be loaded) and the successful offeror is unable to comply with the elected transportation characteristics, the Government shall have the right to issue amended instructions utilizing any other offered transportation characteristics. If, as a result of such amended instructions, the Government incurs transportation costs in excess of that which would have resulted from compliance with the original transportation instructions, the Contractor shall be liable for such increased cost and the contract price shall be reduced by said amount. However, when nonavailability of the offered type and size of carrier's equipment is beyond the control and without the fault or negligence of the Contractor, the Contractor shall not be liable for increased costs occasioned thereby.
- (3) The Government also has the right to order shipment of the supplies requiring the use of other modes, types, and sizes of common carrier's equipment not offered, pursuant to the provisions of the CHANGES clause of this solicitation. However, no equitable adjustment may be requested for loading charges in the event of such Government instructions, if the offeror did not state loading charges in his original offer.
- (4) All contractor invoices for payment against items for which loading charges were offered must attach a copy of the Government Bill of Lading (GBL) as proof of mode of shipment and identify on the invoice the amount billed for loading charges. If an item is shipped-in-place, the contractor cannot bill for loading charges until actual shipment has taken place.
- (5) In the event maximum loading charges are included in the Acceptance Appendix attached to this acquisition at the time of contract award, such charges, after contract deliveries are completed, shall be subject to adjustment to reflect actual loading charges incurred by the contractor, by way of a unilateral contract modification being issued by the Government.
  - (e) TRANSPORTATION CHARACTERISTICS FOR F.O.B. ORIGIN OFFERS (to be filled in by offeror):

1. DIMENSIONS AND WEIGHT PER UNIT		
ITEM(S)	 	
LENGTH	 	
WIDTH	 _	 _
HEIGHT	 	
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### Name of Offeror or Contractor:

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NOTE: State Maximum Loading Per Mode

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### (f) Explanation of Abbreviations and Terms in Above Chart:

TERM	EXPLANATION

_				
Plant & Items	For each item,	state city and state	where inspection and	acceptance are offered

Carrier at Plant State Name of Carrier located at Plant

TTo/t Plant Teamtrack other than plant (state City and State)

Conv Standard car (open or closed)

TTX All cars designated class FC in Official Railway Equipment Register

TOFC Trailer on Flat Car. Piggy-back Railcars with fixed fifth wheel pedestal. (List the per trailer carloading costs separately for shipments of two trailers per car or shipments

of multiple quantities (mounted) and indicate the number of trailers per load. (Multiple load

requirement only applies when the characteristics of the trailer permit mounting.))

SD Single drive or a single trailer via towaway

CD Towbar mode

SM Saddlemount

FM Full mount on two trailers towaway with one trailer decked on the towed unit

TL Truckload

HH Heavy Hauler

Port City Each offeror has the option to designate a Port City (see the provision EVALUATION OF EXPORT

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OFFERS in Section 6 of this solicitation). Inspection and acceptance shall be made F.O.B. Origin.

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: N/A

(End of provision)

	Regulatory Cite	Title	Date
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF	DEC/1999
		SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE	
		ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST,	
		DOD 5010.12-L	
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-3	52.215-1	INSTRUCTIONS TO OFFERORSCOMPETITIVE ACQUISITION (ALT. I dated	FEB/2000
		October 1997)	
L-4	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-5	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-6	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-7	52.209-4005	CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE	FEB/1998
	ALT I	APPROVAL (SEPARATELY-PRICED LINE ITEM)	

- (a) <u>All</u> offerors are required to insert an amount for FAT Clins 0014, 0024, 0034 and 0044 which represents the full price for First Article testing.
- (b) In addition, those offerors intending to request a waiver of the First Article Approval requirement must comply with the requirements of the provision entitled PROVISION FOR WAIVER OF FIRST ARTICLE APPROVAL. (See elsewhere in this Section L.) If the successful offeror requests and is granted a waiver, the dollar amount entered for FAT Clins 0014, 0024, 0034 and/or 0044 will be deducted from the total bid or proposal amount. The remaining dollar amount will constitute the price at which award will be made.
- (c) See the Section M provision entitled EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT for information on the procedures to be used by the Government in evaluating competing offers when not every offeror requests a waiver of First Article Testing.

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L-8 52.216-1 TYPE OF CONTRACT

APR/1984

The Government contemplates award of a  $\underline{\text{FIRM FIXED-PRICE}}$  contract resulting from this solicitation (End of provision)

L-9 52.233-2 SERVICE OF PROTEST

AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

or

U.S. Army Tank-automotive and Armaments Command ATTN: AMSTA-AQ, Protest Coordinator Warren, MI 48397-5000

HQ, Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue

Alexandria, VA 22333-0001 Facsimile number (703) 617-5680/617-4999

Voice number (703) 617-8176

The AMC-Level protest procedures are found at:

www.amc.army.mil/amc/command\_counsel/protest/protest.html

If Internet access is not available, contact the Contracting Officer or HO, AMC to obtain the AMC-Level Protest Procedures.

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### Name of Offeror or Contractor:

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

(End of provision)

L-10

HQ-AMC LEVEL PROTEST PROCEDURES

MAY/2000

(TACOM)

52 233-4001

(a) Policy:

A protest to an AMC forum is a <u>protest to the agency</u>, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

#### (b) Agency Protest:

An AMC Protest may be filed with either, but not both:

- 1. the contracting officer designated in the solicitation for resolution of protests, or,
- 2. HO, AMC at the address designated below.

#### (c) <u>Election of Forum:</u>

After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

#### (d) Protest Decision Authority:

The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

#### (e) <u>Time for Filing a Protest:</u>

HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

#### (f) Form of Protest:

HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

### (g) Processing of HQ, AMC-Level Protests

\_\_\_\_\_(1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Ave. Alexandria, VA 22333-0001

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures: http://www.amc.army.mil/amc/cc/protest.html

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

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- (3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.
  - (4) The written decision will be binding on the Army Materiel Command and its contracting activities.
- (5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.
  - (h) Effect of Protest on Award and Performance:
- (1) <u>Protests before award</u>: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).
- (2) <u>Protests after award:</u> When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:
  - -- contract performance will be in the best interests of the United States; or
- -- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

#### (i) Remedies:

The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2); and
- g. such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

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L-11 52.204-7011 ELECTRONIC COMMERCE REQUIREMENTS (TACOM)

JUL/1999

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- (a) Electronic Commerce requirements are specified in the clause entitled "REQUIRED USE OF ELECTRONIC COMMERCE (EC)" in Section H of this solicitation.
- (b) Additional information can be obtained by sending a message to: <u>acqcenweb@tacom.army.mil</u> or by calling (810) 574-7225.
- (c) Additional help is also available to small businesses from Government funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is also at the following site: http://www.ecrc.ctc.com.

(End of provision)

L-12 52.209-4007 PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL DEC/1980 (TACOM)

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provided	that	offeror	meets	these	following	conditions

(1) Offeror must submit a request for waiver as part of his response to this solicitation. The request for waiver
should be accompanied by documentation in support of the request, such as a copy of an ACO's letter approving a First Article
Test Report on a recent contract for the item, or a copy of a First Article Test Report for the same or a similar item as that
herein solicited, which item has been tested and approved under the same or substantially similar specifications as those herein
referenced. If a copy of a First Article Test Report is submitted in support of a request for waiver under this solicitation, the
Test Report must have been approved and signed by an authorized representative of the Government.

	(2)	Offeror	must	indicate	e in t	he space	es belo	w the	contract	numbers	under	which	the	same	or	similar	items	as t	those
herein	solicit	ed have	been p	provided	to ar	d accep	ed by	the G	overnment										
					_														

(b) Note that if a waiver is granted to the successful offeror, an accelerated delivery schedule will apply. See Section F.

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L-13 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000

- a. We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.
- b Definitions:
- 1. "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
  - 2. "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- 3. "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
  - 4. "Remanufactured" means factory rebuilt to original specifications.
- 5. "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
  - 6. "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- c. Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
- d. Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- 1. A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- 2. A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.
- 3. A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.
- e. If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing

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requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

(end of clause)

T.-14 52.215-4003

HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES

SEP/1999

(NON-US POSTAL SERVICE MAIL)

- (a) All handcarried offers must be in electronic format in accordance with the instructions contained elsewhere in Section L of this solicitation.
  - (b) Handcarried offers, including offers delivered by express delivery services, shall be submitted to the depository at:

US Army Tank-automotive and Armaments Command Acquisition Center Bid Lobby - Building 231, AMSTA-CM-CDD East 11 Mile Road Warren, MI. 48397-0001

- (c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.
- (d) The external delivery envelope or wrapper must be marked with the solicitation number, the specific electronic medium on which the proposal is contained (i.e., 3 1/2" floppy disk, zip disk, CD ROM), and the date and time of the bid opening or closing. Each envelope should contain only one offer.
- (e) Directions to the TACOM Bid Lobby: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and enter the parking lot of the security building. Go into the security building and ask the guard for a bid lobby pass. Exit the security building parking lot by taking a right and then an immediate left. After about 100 feet, take another left and an immediate right into the building 231 parking lot. Find a visitor parking space and enter the building. Signs will direct you to the bid lobby.
- (f) Business hours for the Bid Lobby are from 7:30 AM until 4:00 PM, Monday through Friday. All handcarried offers must be time-stamped by a Bid Lobby employee during business hours.
- (g) Handcarried offers not addressed as directed above, which do not reach the Bid Lobby on time for the scheduled solicitation opening or closing, shall be determined to be late in accordance with FAR provision 52.215-1, <u>Instructions to</u> Offerors--Competitive Acquisitions, or FAR 52.214-7, Late Submissions, Modifications, and Withdrawals of Bids.

L-15 52.215-4850 ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION

MAR/2000

- 1. You must submit your offer via paperless electronic media (See Paragraph 2 below.). Offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:
- (i) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
  - (ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.
- (iv) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

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- 2. Acceptable media: You must submit your offer via 100 megabyte Zip\*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.
- (a) 100 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required).
- (b) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".
- (c) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-810-574-7788. Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph 5 below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e:mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Please select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 megabyte Zip\*-disk AND e-mail.

- 3. Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.
- 4. Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM before the closing date. Contact the buyer identified in Block 10 of the SF33 solicitation cover sheet to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.
- 5. Electronic offers must include, as a minimum:
- (a) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per 2(a) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph 2(a) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 33 cover sheet. Authentication for e-mailed offers is verified by the offeror's return e-mail address.
- (b) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage
  (http://contracting.tacom.army.mil/mastersol/sectionk.htm). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.
  - (c) A statement of agreement to all the terms, conditions, and provisions of this solicitation.
  - (d) Any other information required by the solicitation.
- 6. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.
- 7. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph 6 above.
- \*Registered trademark

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L-16 52.219-4003 HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS

JUN/1997

(TACOM)

(a) Procurement Technical Assistance Centers (PTACs).

The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

- (b) PTACs provide their clients with...
  - marketing advice
  - information on sales opportunities and partnering prospects
  - help with preparing offers
  - matching your firm's services and products to Government requirements
  - copies of Government specifications (sometimes for a fee)
  - post-award quidance
  - referrals to other business assistance resources
  - newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs
- (c) To find the PTAC nearest you, visit http://www.dla.mil.ddas.default.htm on the World Wide Web.

L-17 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM

AUG/1999

- (a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.
- (b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).
  - (c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.
- (d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM AMSTA-CM-PY (Ms. Shepherd) Warren, MI 48397-5000

shepherl@cc.tacom.army.mil

(810) 574-6597 or 6547

- (e) If you contact Ms. Shepherd, please provide her with the following information:
  - i. TACOM solicitation number;
  - ii. Name of PCO;
  - iii. Problem description;
  - Summary of your discussions with the buyer/PCO.
- (f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.
  - (g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Ave.

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### Name of Offeror or Contractor:

Alexandria, VA 22333-0001

voice phone: (703)-617-8176
fax phone: (703)-617-4999 or 5680.

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L-18 52.245-4002

ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL

MAR/1996

(TACOM) TOOLING

- (a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.
- (b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.
- (c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.
- (d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

#### L.1 <u>PROPOSAL INSTRUCTIONS AND CONTENT</u>

- L.1.1 The proposal shall be submitted electronically in the format and quantities set forth below. All proposals shall be in English (American Standard) language. All proposals shall be in US dollars. In preparing proposals, the offeror shall cross-reference his response within each section of the proposal to the pertinent evaluation criteria in Section M. Where a proposal would become duplicative of a response already given, it shall reference and not restate the same information. Each section of the proposal shall be separable to facilitate review by the Government. Your proposal shall include all information specified and address all requirements outlined in Section L.
- L.1.2 The offeror's proposal/offer as required by this section shall be evaluated as set forth in Section M of this solicitation.
- L.1.3 The proposal shall be submitted in five separate volumes/electronic folders. The volumes/electronic proposals shall be clearly labeled as:

Technical Volume
Price Volume
Logistics Volume (reference L.4)
Past Performance/Small Business Utilization Volume
Representations and Certifications/ Proposal Terms and Conditions Volume

Two paper copies of each separate volume shall be sent to the Contract Specialist identified in Block 10 of the SF 33, clearly labeled and in a separate binder. The paper copies shall be identical to the electronic proposal submission. Each page shall identify the appropriate volume/folder and be numbered. An index shall be provided with each section of each volume with reference to page numbers. Separate drawings may be submitted on videotape or in other file formats or media, however, specific formats and media of supporting data should be checked with the Government prior to submission to insure compatibility.

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#### Name of Offeror or Contractor:

#### L.2 <u>AREA I -TECHNICAL</u>

The offeror shall include a statement in the technical volume which indicates that the offeror's proposal is in compliance with the modular causeway systems' Purchase Description (PD), ATPD 2280. The technical volume shall be subdivided so that it addresses the respective elements set forth below. The two elements in this area have different relative weights as described in Section M. The offeror may submit pertinent test data, modeling/simulation data, top drawings, sketches, parts lists, specifications, commercial literature or brochures, and design methodology as technical information to be used to evaluate the technical area elements as set forth in Section M. The technical data, documentation and supporting rationale shall be complete and specific based on the evaluation criteria set forth in Section M which the Government will use to evaluate this information. Discuss how you would minimize risk associated with performing each element. At a minimum, you shall include the following in your technical volume:

- L.2.1 <u>Element 1 Design and Integration</u>: Address the following considerations in your discussion of modular causeway systems design and integration. Provide information that supports your approach to the engineering design and integration of the modular causeway systems. Describe the basis for your design approach and component selection decisions.
- L.2.1.1 First, describe how you intend to meet the PD technical requirements as follows:
- a) CF/WT speed (PD para 3.3.1.1),
- b) CF/WT noise (PD para 3.3.5.1.1),
- c) CF/WT maneuverability (PD para 3.3.1.2),
- d) CF Beach End (PD paras 3.3.1.3 and 3.3.6.4),
- e) interchangeability and interoperability (PD paras 3.3.11, 3.3.12, and 3.3.13),
- f) transportability (PD para 3.3.10).

State whether this system is a first time prototype design and integration engineering effort. Alternatively, if you plan on using an existing causeway design, be specific in how this design would be modified to meet the PD technical requirements cited above.

- L.2.1.2 Second, describe how you intend to insure that all systems and components will be interoperable with existing vessels, crafts and equipment used in LOTS/JLOTS operations through sea state 2 from fully loaded to fully unloaded conditions.
- L.2.2 <u>Element 2 Production</u>: Describe your production capacity as it relates to delivering the modular causeway systems in the specified quantities. Discuss any modification to your existing production lines which would be necessary to produce the planned quantities for system modules. In addressing the production element, you may identify key milestones for production site readiness, any new planned facilities for this effort, a production facility layout, required production equipment, plans for acquiring long lead items and critical milestone events required to meet the delivery schedule of the contract.

#### L.3 <u>AREA II - PRICE</u>

The price volume should include the prices for all CLINs set forth in Section B. In addition, the price volume should include a completed clause H.24, Discount Ordering Provision, whether you choose to offer discounts or not. The Government reserves the right to request additional cost data or supporting information/rationale, as needed for the evaluation.

#### L.4 AREA III - LOGISTICS

Describe your experience in, as well as how you intend to meet, in a complete, detailed and comprehensive proposed approach, the following Army logistics requirements: Army Provisioning Parts List (PPL-formerly LSA-036) and Army Technical Manuals. Also, describe how you intend to meet the PD technical requirement regarding maintaining causeway operational capability (PD para 3.3.15.5). You may include in your discussion of this element how you plan to insure delivery of quality items within the time and dollar constraints of this acquisition. If you have no direct logistics experience in Army PPL and production of Army Technical Manuals, then describe your approach to mitigating logistics risks.

#### L.5 AREA IV - PAST PERFORMANCE/SMALL BUSINESS UTILIZATION

## L.5.1 <u>Element 1 - Past Performance</u>:

The Offeror shall submit a description of all previous Government contracts (all prime and major subcontracts, including Federal, State and local government and private industry) received or in performance during the past three (3) years which are in any way relevant to the effort required by this solicitation. Commercial contracts may be included if they are relevant. The description shall include the following information, in the following format, for each contract:

- 1. Your CAGE and DUNS number
- 2. The CAGE and DUNS numbers of any significant subcontractors.

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### Name of Offeror or Contractor:

- 3. The Procuring Contracting Officer (PCO) and Administrative Contracting Officer (ACO) names, addresses, telephone numbers and e-mail addresses.
- 4. The name, address, telephone number and e-mail address of the Government or Commercial contracting activity technical representative, or COR.
- 5. Contract Number.
- 6. Contract Type.
- 7. Award Price/Cost
- 8. Final, or Projected Final, price or cost.
- 9. Original contract delivery schedule (prior to any changes, whether mutually agreed to or not)
- 10. Final or projected delivery schedule.
- 11. A narrative explanation which describes the objectives achieved, any price/cost growth or schedule delays encountered. For any Government contracts which did not or does not meet the original requirements with regard to schedule or performance, a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. The offeror shall also provide a copy of any show cause letters or cure notices received on each previous contract listed and a description of any corrective action taken by the offeror or proposed significant subcontractor.
- 12. If Technical Manuals (written and/or Interactive Electronic Technical Manuals) were required, the applicable standards/specifications to which the manuals were written.
- 13. Identify in specific detail why or how you consider that historical effort to be relevant to the effort required by this solicitation.
- 14. The offeror shall also provide the above information for any and all contracts it had terminated, in whole or in part, for default during the past 3 years, to include those currently in the process of termination as well as those which are not similar to the proposed effort.
- 15. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.
- 16. Government Furnished Property.

For each of these contracts the offeror shall submit, to the ACO, PCO and COTR identified, a copy of the questionnaire attached as Exhibit C to RFP DAAE07-00-R-T019, Section L - Past Performance Questionnaire (found in Section J). The ACO, PCO and COTR shall be instructed to complete these questionnaires and return them to the following address no later than 10 days before the solicitation closing date (See Block #9 of SF 33 of RFP):

OUTSIDE ENVELOPE: Commander

Tank-Automotive and Armaments Command

EXCLUSIVELY FOR:

Katherine Buccellato/AMSTA-LC-CJEB

Warren, MI 48397-5000

INNER ENVELOPE: RFP DAAE07-00-R-T019

PAST PERFORMANCE

SOURCE SELECTION INFORMATION

Offerors shall provide an outline stating how the effort required by the solicitation will be assigned for performance within the contractor's corporate entity and among proposed significant subcontractors. Information required in the above paragraphs shall be provided for each proposed subcontractor who will perform a significant portion of the effort. "Significant" is defined as any non-raw material or component subcontractor with an estimated subcontract dollar value in excess of \$ 500,000 of the proposed total cost. With respect to prime contract assignments that will be performed by you and not a proposed subcontractor, you shall indicate:

- 1. What internal corporate bodies/divisions will accomplish which portions of the effort;
- 2. Whether or not those divisions were responsible for performance under the previous cited contracts cited for the instant proposal;
- 3. If those divisions have relocated since the accomplishment of previously cited contract efforts, description of any changes arising from that relocation in terms of key personnel, facilities and equipment.

Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

- L.5.1.1 In addition, the offeror shall prepare and submit to US Army TACOM, Katherine Buccellato, AMSTA-LC-CJEB, Warren, MI 48397-5000 (within seven (7) days of receipt of the RFP) a list of the references to which the past performance questionnaire was sent. The reference list shall contain the following information prepared in the following format:
  - (1) Contract Number
  - (2) Contract Type

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## Name of Offeror or Contractor:

- (3) Program Title or Brief Description (50 words or less) of Work Performed
- (4) P/S (Enter "P" if performed as a prime contractor or "S" if performed as a sub-contractor)
- (5) POC/Telephone No.
- (6) Date Questionnaire Sent
- L.5.3 <u>Element 2 Small Business Utilization</u>: Offerors are to identify historical compliance with FAR 52.219-8, Utilization of Small Business. The evaluation will include information for the last three (3) calendar years addressing:

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- 1) a description and documentation of methods used to promote Small Business (SB), HUBZone Small Business (HUBZ SB), Small Disadvantaged Business (SDB), Woman-Owned Small Business (WOSB), and Historically Black College and University/Minority Institutions (HBCU/MIs), and
- 2) description and documentation of internal methods to monitor the utilization of SB, HUBZone SB, SDB, WOSB, and HBCU/MIs.

\*\*\* END OF NARRATIVE L001 \*\*\*

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### Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
M-3	52.247-47	EVALUATIONF.O.B. ORIGIN	APR/1984
M-4	52.209-4006,	EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT (REQUIREMENTS CONTRACT/INDEFINITE QUANTITY CONTRACT)	DEC/1999

(a) If the offeror submits a request for waiver of First Article Approval but fails to comply with the requirements of the provision entitled PROVISION FOR WAIVER, the requested waiver may not be granted. If the waiver is not granted, more favorable alternative offers of price or delivery, conditioned upon the granting of a waiver, will not be considered in the evaluation process

#### (b) DELIVERY EVALUATION FACTORS

- (1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL. In the event of a waiver, the Government will compute a delivery schedule for the first delivery order issued hereunder by excluding all lead times that would be included if first article approval were required. However, in no event shall such accelerated delivery schedule for the first delivery order be considered as an evaluation factor for award, even if such schedule would be more advantageous to the Government. (Note that delivery orders subsequent to the first order shall have delivery schedules as specified in individual orders, or as specified in Section B or F herein, regardless of whether First Article Approval applied initially. Note further that, absent a waiver, the Government expects to require First Article Approval only once per system (RRDF, CF, FC, WT) during the course of this contract—in conjunction with the first delivery order to be issued hereunder. However, the Government reserves the right to require additional first article testing if the Contractor (i) changes or moves the production facility at which the contract item is manufactured, or (ii) submits a significant configuration change in the form of an Engineering Change Proposal (ECP/VECP) or a Request for Deviation or Request for Waiver (RFD/RFW), during or after performance on the first delivery order.)
- (2) If an offeror requests waiver of First Article Approval but takes exception to the resulting delivery schedule for the first delivery order as described above, the requested waiver will not be granted. In consequence, any award to that offeror shall include all First Article Approval requirements, and the delivery schedule for the first delivery order shall include the appropriate first article lead times.
- (c) <u>PRICE EVALUATION FACTORS</u>. As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL, and subtract the price of the proposed First Article Test (at Section B, FAT Clins 0014, 0024, 0034 and/or 0044) from the proposal of offerors who elect to seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Approval requirements, the price for such testing, as identified by the offeror in Section B, FAT Clins 0014, 0024, 0034 and/or 0044, shall be deducted from the total price otherwise cited for the materiel herein solicited. The offer will then be evaluated for award at the resulting alternate price.
- (1) If the offeror requests a waiver of First Article Approval requirements, but fails to separately identify the cost of First Article Testing in Section B, FAT Clins 0014, 0024, 0034 and/or 0044 of this solicitation, the Government reserves the right to evaluate the offer based upon the price for all Clins, and to require that offeror perform on the contract at such price whether or not the First Article requirement is waived, at no additional cost to the Government.
- (2) If the offeror requests but is not granted a waiver of First Article Approval, evaluation for award will be based upon the full amount entered for all Clins: the amount entered for FAT Clins 0014, 0024, 0034 and/or 0044 will not be deducted by the Government.

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M-5 52.247-4006 METHOD OF EVALUATION FOR F.O.B. ORIGIN TRANSPORTATION OFFERS (TACOM)

FEB/1994

- (a) For the evaluation of this offer, we will use the lowest freight rates that are:
  - in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
  - on file or published by the date of bid opening (or by the closing date specified for requests for proposals), and
  - for the selected method of shipment, and
  - based upon the following freight classification:

UFC: 6000 ITEM: 73800

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NMFC: 100 ITEM: 147690

(b) In addition to using the published freight rates for evaluation, we may use rates granted specifically by the carriers to us under Section 10721 of the Interstate Commerce Act. These rates are on file at the offices of the Military traffic Management Command (MTMC) listed below and are available for public inspection:

Commander, HQ, EAMTMC Commander, HQ, WAMTMC
ATTN: MTE-INP Military Ocean Terminal

Military Ocean Terminal Bay Area

Bayonne, NJ 07002 Oakland, CA 94626

(c) TRANSPORTATION PORT AND OCEAN COSTS. As indicated at the Military Ocean Terminal designated in the Section 6 provision EVALUATION OF EXPORT OFFERS, combined port and ocean shipping costs are per measurement ton. We'll compute the cost of transportation by adding: (i) inland transportation costs from the F.O.B. point, (ii) port charges and (iii) ocean shipping costs beyond the indicated, applicable ports. We'll then add this computed cost of transportation to the price of the supplies to be delivered to an overseas port. To evaluate the cost of transportation, we will (i) compute the cost for all applicable U.S. ports shown in the EVALUATION OF EXPORT OFFERS provision, (ii) compare them, and (iii) use the lowest one. As stated above, we'll substitute any rate change published before bid opening (or RFP closing) that would lower our costs.

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M-6 52.247-4457 EVALUATION OF TRANSPORTATION COSTS FOR LONG TERM CONTRACTS OCT/1999 (TACOM)

We do not know what the quantity and destination requirements that will apply during the term of this Contract. In determining the low offeror, we will evaluate those transportation costs that apply to the below by using the methodology described in the Section M clause entitled Evaluation--FOB Origin (FAR 52.247-47). We will use the following estimated quantities and tentative destinations in conducting that evaluation:

	Base Program Year Hythe, England	First Option Period Ft. Eustis, VA	Second Option Period Ft. Eustis, VA
Roll-On/Roll-Off			
Discharge Facility (RRDF)	1	1	1
Causeway Ferry (CF)	0	1	1
Floating Causeway (FC)	1	1	1
Warping Tug (WT)	4	4	4

M-7 52.247-51 EVALUATION OF EXPORT OFFERS FEB/1995

(a) <u>Port handling and ocean charges -- other than DoD water terminals</u>. Port handling and ocean charges and tariffs on file with the Bureau of Domestic Regulation, Federal Maritime Commission, or other appropriate regulatory authorities as of the date of bid opening (or the closing date specified for receipt of offers) and which will be effective for the date of the expected initial shipment will be used in the evaluation of offers.

#### (b) F.O.B. origin, transportation under Government bill of lading.

- (1) Offers shall be evaluated and awards made on the basis of the lowest laid down cost to the Government at the overseas port of discharge, via methods and ports compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the f.o.b. origin price of the item, shall be the inland transportation costs from the point of origin in the United States to the port of loading, port handling charges at the port of loading, and ocean shipping costs from the United States port of loading (see paragraph (d) below) to the overseas port of discharge. The Government may designate the mode of routing of shipment and may load from other than those ports specified for evaluation purposes.
- (2) Offers shall be evaluated on the basis of shipment through one of the ports set forth in paragraph (d) below to the overseas port of discharge. Evaluation shall be made on the basis of shipment through the port that will result in the lowest cost to the Government.
- (3) Ports of loading shall be considered as destinations within the meaning of the term F.O.B. DESTINATION as that term is used in the F.O.B. ORIGIN clause of this contract.

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(c) F.O.B. port of loading with inspection and acceptance at origin. (1) F.O.B. port of loading with inspection and acceptance at origin. Offers shall

be evaluated on the basis of the lowest laid down cost to the

Government at the overseas port of discharge via methods compatible

with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the price to the United States port of loading (see paragraph (2) below), shall be the port handling charges at the port of loading and ocean shipping cost from the port of loading and the ocean shipping cost from the port of loading (see paragraph (d) below) to the overseas port of discharge. (2) Unless offers are applicable only to F.O.B. origin delivery under Government bills of lading (see paragraph (b) above), offerors shall designate below at least one of the ports of loading listed in paragraph (d) below as

their place of delivery. Failure to designate at least one of the ports as the point to which delivery will be made by the Contractor may render the offer nonresponsive.

PLACE OF DELIVERY:....

(Offerors insert at least one of the ports listed in paragraph (d) below.)

(d) Ports of Loading for evaluation of offers. Terminals to be used by the Government in evaluating offers are as follows: (For the information of the offerors, ocean and port handling charges are set forth if the terminal named is a DOD water terminal.)

PORTS/TERMINALS COMBINED OCEAN AND UNIT OF MEASURE:

OF LOADING PORT HANDLING I.E. METRIC TON,

(CHARGES TO MEASUREMENT TON,

(INDICATE COUNTRY) CUBIC FOOT, ETC.

(e) Ports of loading nominated by offeror. The ports of loading named in paragraph (d) above are considered by the Government to be appropriate for this solicitation due to their compatibility with methods and facilities required to handle the cargo and types of vessels and to meet the required overseas delivery dates. Notwithstanding the foregoing, offerors may nominate additional ports of loading that the offeror considers to be more favorable to the Government. The Government may disregard such nominated ports if, after considering the quantity and nature of the supplies concerned, the requisite cargo handling capability, the available sailings on U.S.-flag vessels, and other pertinent transportation factors, it determines that use of the nominated ports is not compatible with the required overseas delivery date. United States Great Lakes ports of loading may be considered in the evaluation of offers only for those items scheduled in this provision for delivery during the ice-free or navigable period as proclaimed by the authorities of the St. Lawrence Seaway (normal period is between April 15 and November 30 annually). All ports named, including those nominated by offerors and determined to be eligible as provided in this provision, shall be considered in evaluating all offers received in order to establish the lowest laid down cost to the Government at the overseas port of discharge. All determinations shall be based on availability of ocean services by U.S.-flag vessels only. Additional U.S. port(s) of loading nominated by offeror, if any:

(f) Deleted.

M-8

(g) Paragraphs (c) and (f) have been deleted but ensuing paragraphs have not been redesignated. (End of provision)

(TACOM)

52.209-4011

CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD

NOV/1993

- (a) We'll award a contract to the offeror that:
  - 1. submits the lowest evaluated bid or offer, and
  - 2. submits a bid or proposal that meets all the material requirements of this solicitation, and
  - 3. meets all the responsibility criteria at FAR 9.104.
- (b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:
  - 1. arrange a visit to your plant and perform a preaward survey;
  - 2. ask you to provide financial, technical, production, or managerial background information.
- (c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

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### Name of Offeror or Contractor:

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or propsal available for our team to review.

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M-9 52.217-4003 EVALUATION OF INCOMPLETE OPTION PRICING (TACOM)

FEB/1998

- (a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.
- (b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

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M-10 52.246-4039

PRICE EVALUATION FACTOR: SUBSTITUTION OR DELETION OF GOVERNMENT

FEB/1998

(TACOM) QUALITY TESTING

- (a) Per the Section E clause, <u>Substituting Commercial Test Results for Required Contract Tests</u>, you may request that we (i) delete all or some of the Government or contractor conducted tests required by the contract resulting from this solicitation; or (ii) substitute commercial testing procedures for specific Government requirements.
- (b) Please note that the price you enter in Section B of this solicitation must include all testing requirements which are included in the item's technical data package or specifications.
- (c) Along with your request for deletion or substitution, you may submit an alternate price, which reflects the price you would charge for contract items if you manufacture them without the specific testing requirements.
- (d) If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in Section B of the solicitation. No adjustments will be made to the price after contract award.

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# M.1 BASIS FOR AWARD

- M.1.1 Selection of Successful Offeror: The government intends to award one contract to the Offeror whose proposal represents the best value to the government based on the criteria set forth in this Section M.
- M.1.2 Rejection of Offers: The government may reject any proposal which
- 1) Merely offers to perform work according to the RFP, or fails to present more than a statement indicating their capability of compliance with the technical requirements, without support or elaboration as specified in Section L.
- 2) Is unrealistic in terms of technical or schedule commitments, or unrealistically high or low in price, and therefore may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks involved.
- 3) Reflects any significant inconsistency between proposed performance and price. If this is unexplained, it may be grounds for rejection of the proposal due to an Offeror's misunderstanding of the work required or an inability to perform any resultant contract.
- M.1.3 Risk Assessment: The government will assess the capability of each Offeror in four areas: Technical, Price, Logistics, and Past Performance/Small Business Utilization. The government will assess the risk of unsuccessful performance. Risk is defined as the probability that the contractor will not provide goods and/or services in accordance with the terms and conditions of the contract. Terms and conditions include the ability to meet the performance and quality level of the deliverable as well as the timeliness of the delivery. The government will consider the following, and may take into account other relevant considerations, when it assesses risk: (i) the feasibility and probability of the approach meeting the specific requirements of the solicitation, (ii) the adequacy, precision, and clarity of the analysis techniques, including rationale, and (iii) the general quality of the proposal, including for example: understanding of the requirement, completeness and thoroughness of the proposal.

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### Name of Offeror or Contractor:

#### M.2 EVALUATION CRITERIA - GENERAL INFORMATION

- M.2.1 The Government will award a contract to the Offeror whose proposal offers the best value to the Government. The "Best Value" offer will be determined by using a trade-off process with appropriate consideration of the evaluation criteria.
- M.2.2 Per DoD policy (FAR 9.103), contracts will be placed only with contractors that the contracting officer determines to be responsible (that is, they must meet the standards in FAR 9.104). The PCO may request/require a Pre-Award Survey to help insure that the selected contractor is responsible. A government survey team may contact you to request background information, or to arrange a visit to your facility for the purpose of determining your ability to perform satisfactorily on a contract resulting from this solicitation. Offerors must agree to furnish the administering or auditing region or district and/or this office with any information requested as to technical, financial or production capability to perform any contract resulting from this solicitation. In the event that you receive a request for such information and fail to provide the requested data within seven days from the date that you receive the request, the government may reject your offer under this solicitation.
- M.2.3 The criteria listed herein will be used to evaluate and assess the information provided by the Offerors in response to the solicitation requirements.
- M.2.4 Four areas will be considered in this evaluation: Technical, Price, Logistics, and Past Performance/Small Business
  Utilization. The Technical and Past Performance/Small Business Areas will be further divided into elements as set forth below.

#### M.3 ORDER OF IMPORTANCE

- M.3.1 <u>Areas</u>: The Technical area is the most important area and is more important than Price. Price is more important than Logistics. Logistics is more important than Past Performance/Small Business Utilization. In accordance with FAR 15.304(e), the non-price areas (Technical, Logistics, and Past Performance/Small Business Utilization), when combined, are significantly more important than the area of Price.
- M.3.2 <u>Technical Area Elements</u>: There are two elements within the Technical area: Design and Integration and Production. Design and integration is the most important element and is significantly more important than Production (See M.4).
- M.3.3 <u>Price Area</u>: The price area evaluation will consider the total evaluated price to the Government, including transportation The cost of hardware, Technical Manuals, Training and Transportation cost added together will be the total evaluated price to the Government (See M.5).
- M.3.4 Logistics Area: There is one element under the logistics area(See M.6).
- M.3.5 <u>Past Performance/Small Business Utilization Area Elements</u>: There are two elements in this area, Past Performance and Small Business Utilization. Past Performance is the most important element and is significantly more important than Small Business Utilization.

### M.4 TECHNICAL AREA

- M.4.1 <u>Element 1 Design and Integration</u>: The Offeror's approach to the overall design and integration of components will be assessed (ref L.2.1) and a risk level will be assigned indicating the government's evaluation of the probability that the Offeror will not provide a product which will be delivered in accordance with the specification and other terms and conditions of the contract.
- M.4.2 <u>Element 2 Production</u>: The Government will assess each Offeror's production capacity and experience in order to assign a risk level. This risk level is defined as the Government's assessment of the likelihood of the Offeror being unable to produce the planned monthly quantities in accordance with the schedule of the contract.

### M.5 PRICE AREA

- M.5.1 The price area evaluation will consider the total evaluated price to the Government, including transportation. The evaluation will also consider the realism and reasonableness of the proposed price. An unrealistic or unreasonable price may present an unacceptable risk to the Government and may result in elimination of the proposal from the consideration.
- M.5.2 <u>Hardware</u>: The Government will use the price(s) listed in Section B, for a quantity of one each, for each of the program years. A program year is defined as: (1) Base program (date of award of contract plus 546 days), (2) first option period is (Section H-18(b)(547 through 911 days after award of contract)), and (3) second option period is (Section H-18(c)(912 through 1276 days after award of contract)). For each of the ordering periods (base program year and the first and second option periods), the Offeror's proposed prices, as set forth in Section B, for a quantity of one each per CLIN (hardware CLIN 0011, 0012, 0013, 0014, 0022, 0023, 0024, 0031, 0032, 0033, 0034, 0041, 0042, 0043, 0044, 0051, 0052, 0053, 061, 0062, 0063, 0071,

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0072, 0073, 0081, 0082, 0083, 0091, 0092, 0093), as discounted in accordance with H.24, Discount Ordering Provision, will be summed. The sum calculated for each of the above ordering periods would in turn be summed to provide an overall hardware price. This will be the first of three prices added together to form the total evaluated price to the Government.

- M.5.3 <u>Technical Manuals and Training</u>: The Offeror's proposed price(s), as set forth in Section B, for each of the ordering periods under CLINs 6000 through 6003(Technical Manuals) and 7000(Training) will be summed and added to the overall Offeror's Hardware price as determined in the above paragraph. This will be the second of three prices added together to form the total evaluated price to the Government.
- M.5.4 <u>Transportation</u>: The transportation evaluation costs will be calculated in accordance with M-6. This will be the third of three prices added together to form the total evaluated price to the Government.

#### M.6 LOGISTICS AREA

The Government will evaluate the proposal risk, based on your experience in, as well as your complete, detailed and comprehensive proposed approach to demonstrate your ability to satisfy how you will meet the logistics requirements as they pertain to a Army Provisioning Parts List, preparation of Army Technical Manuals for the MCS, and your meeting the PD requirement regarding maintaining causeway operational capability (PD para 3.3.15.5). The risk level determination is an assessment of the probability of the Offeror being unable to provide the required logistics items in accordance with the terms and conditions of the contract.

#### M.7 PAST PERFORMANCE AREA/SMALL BUSINESS UTILIZATION AREA

- M.7.1 In evaluating your past performance/Small Business Utilization, we will consider two elements: Past Performance and Small Business Utilization. Past Performance is significantly more important the Small Business Utilization.
- M.7.2 <u>Element 1 Past Performance</u>: Past performance is a measure of how well an Offeror performed work and satisfied its customers in the past. The evaluation will consider the following:
  - a. Conformance to the requirements of the contract (both hardware and data)
  - b. Conformance to the standards of good workmanship (both hardware and data)
  - c. Adherence to delivery schedules
  - d. Reasonableness, cooperative behavior, and commitment to customer satisfaction
  - e. Subcontractor management
  - f. Cost Control

These items are listed to insure that all relevant aspects of past performance are considered in the evaluation. They are not intended to require separate evaluation or relative worth differentiation. When assessing your past performance the Government may use data provided by you and data obtained from other sources, including, but not limited to, the following: Federal, state, and local government agencies, better business bureaus, published media, and electronic data bases. While the Government may consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with you.

M.7.3 <u>Element 2 - Small Business Utilization</u>: The government will evaluate the extent to which offerors have historically complied with FAR 52.219-8, Utilization of Small Business. The evaluation will include an assessment of performance over the past three calendar years in complying with the requirements of FAR 52.219-8.

\*\*\* END OF NARRATIVE M001 \*\*\*

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The Purchase Description ATPD 2280 is not available within this electronic solicitation. The PD can be found at the MCS webpage http://contracting.tacom.army.mil/majorsys/mcs/mcs.htm.

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The Contract Data Requirements List (CDRLs) is not available within this electronic solicitation. The CDRLs can be found at the MCS webpage http://contracting.tacom.army.mil/majorsys/mcs/mcs.htm.

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The Data Item Descriptions (DIDs) is not available within this electronic solicitation. The DIDs can be found at the MCS webpage http://contracting.tacom.army.mil/majorsys/mcs/htm.

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The Past Performance Questionnaire, which is required by L.5.1 is not available within this electronic solicitation. The Past Performance Questionnaire can be found at the MCS webpage http://contracting.tacom.army.mil/majorsys/mcs.htm.